

In The Matter Of:

*Triarch Architectural Services, P.C. v.
Medallion Inc., et al.*

*Garry Braverman
Vol. 1, July 11, 2012*

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[1]
[2] UNITED STATES DISTRICT COURT
[3] SOUTHERN DISTRICT OF NEW YORK
[4]
[5] TRIARCH ARCHITECTURAL SERVICES,
[6] Plaintiff,
[7] -against-
[8] MEDALLION INC., VLADIMIR VORONCHENKO,
[9] and GARTH HAYDEN ARCHITECT
[10] Defendants.
[11]
[12] July 11, 2012
[13] 10:16 a.m.
[14]
[15] DEPOSITION of Medallion Inc. by
[16] GARRY BRAVERMAN, taken by the Plaintiff, pursuant
[17] to Rule 30(b)(6) Notice, at the law offices of
[18] MANDEL BHANDARI, LLP, 11 Broadway, New York, New
[19] York, before Karen Perlman, RPR, a Shorthand
[20] Reporter and Notary Public within and for the
[21] State of New York.
[22]
[23]
[24] GREENHOUSE REPORTING, INC.
875 Sixth Avenue - Suite 1716
New York, New York 10001
[25] (212) 279-5108

[1]
[2] STIPULATIONS
[3]
[4] IT IS HEREBY STIPULATED AND AGREED
[5] by and between the attorneys for the respective
[6] parties hereto, that all objections, except as to
[7] form, shall be reserved to the time of trial.
[8]
[9] IT IS FURTHER STIPULATED AND AGREED
[10] that the sealing and filing of the within
[11] deposition are hereby waived.
[12]
[13] IT IS FURTHER STIPULATED AND AGREED
[14] that the within deposition may be subscribed and
[15] sworn to by the witness being examined before a
[16] Notary Public other than the Notary Public before
[17] whom this deposition was begun.
[18]
[19]
[20]
[21]
[22]
[23]
[24]
[25]

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[1]
[2] APPEARANCES:
[3]
[4] MANDEL BHANDARI, LLP
[5] Attorneys for the Plaintiff
[6] 11 Broadway
[7] New York, New York 10004
[8] BY: EVAN MANDEL, ESQ.
[9]
[10]
[11] SAM P. ISRAEL, P.C.
[12] Attorney for Defendants Medallion Inc. and
[13] Vladimir Voronchenko
[14] 1 Liberty Plaza
[15] 23rd Floor
[16] New York, New York 10006
[17] BY: SAM P. ISRAEL, ESQ.
[18]
[19]
[20] GOGICK, BYRNE & O'NEILL, LLP
[21] Attorneys for Defendant Garth Hayden Architect
[22] 11 Broadway, Suite 1560
[23] New York, New York 10004
[24] BY: ALBERT WESLEY MCKEE, ESQ.
[25]

[1] **G. Braverman**
[2] GARRY BRAVERMAN, stating an address
[3] of 300 East 56th Street, Apartment 22M,
[4] New York, New York 10022, having been
[5] first duly sworn by the Notary Public,
[6] was examined and testified under oath as
[7] follows:
[8]
[9] (Plaintiff's Exhibit 56, document
[10] entitled "Notice of Deposition of Medallion
[11] Inc.", marked for identification.)
[12] **EXAMINATION BY**
[13] **MR. MANDEL:**
[14] **Q:** Good morning, Mr. Braverman.
[15] **A:** Good morning.
[16] **Q:** Have you ever been deposed before?
[17] **A:** Yes.
[18] **Q:** In what case was that?
[19] **A:** That was years ago, I don't really
[20] remember the nature of the case actually, I was
[21] deposed a couple of times.
[22] **Q:** And all the times that you were
[23] deposed was several years ago?
[24] **A:** At least 15 years ago.
[25] **Q:** So sometime before 1997?

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[1] **G. Braverman**
[2] **A:** That's correct.
[3] **Q:** And were you a party in those cases?
[4] **A:** Yes.
[5] **Q:** And were you the plaintiff or the
[6] defendant?
[7] **A:** Plaintiff.
[8] **Q:** And how many cases were there?
[9] **A:** Two, I believe.
[10] **Q:** You were deposed two times?
[11] **A:** Yes.
[12] **Q:** And were you deposed in a lawyer's
[13] office?
[14] **A:** Correct.
[15] **Q:** And the first case you were deposed
[16] in, what did that case relate to?
[17] **A:** I was suing the landlord.
[18] **Q:** Were you the tenant?
[19] **A:** I was a tenant.
[20] **Q:** And what were you suing the landlord
[21] for?
[22] **A:** Breach of — breach of lease.
[23] **Q:** How did the landlord breach the
[24] lease?
[25] **A:** By not — I'm not sure. It was

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[1] **G. Braverman**
[2] about four — a quarter of a century ago. I
[3] don't remember the nature of the case, but I
[4] owned the restaurant at the time, and he refused
[5] to extend the lease, even though I had, I
[6] believe, a five-year option.
[7] **Q:** And where was the restaurant?
[8] **A:** On Ninth Avenue and 57th Street.
[9] **Q:** And what was it called?
[10] **A:** Quick Shop, I believe.
[11] **Q:** And the second time you were
[12] deposed, what kind of case was that?
[13] **A:** At the time I owned a trading
[14] company, import-export, and I sued one of the
[15] suppliers, freight forwarder.
[16] **Q:** Were the supplier and the freight
[17] forwarder the same person, or were they two
[18] different —
[19] **A:** No, no, it was a freight forwarder,
[20] I'm sorry.
[21] **Q:** And why did you sue the freight
[22] forwarder?
[23] **A:** The goods were not delivered on
[24] time. As a result, I got a huge demurrage charge
[25] overseas.

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[1] **G. Braverman**
[2] **Q:** What kind of charge?
[3] **A:** Demurrage.
[4] **Q:** Can you spell that for me?
[5] **A:** D-E — it's French term. I am not
[6] sure I can spell it.
[7] **Q:** I don't speak or spell French
[8] either. What does it mean?
[9] **A:** Once — once you deliver the freight
[10] and it's not unloaded within, say, 48 hours, you
[11] start paying penalties for holding the container
[12] and the freight equipment and so on. It's called
[13] demurrage.
[14] **Q:** And were you personally the
[15] plaintiff in that case, or did you have a company
[16] that was a plaintiff in that case?
[17] **A:** A company.
[18] **Q:** What was the name of that company?
[19] **A:** ITG. I, Tom, G, as in George.
[20] **Q:** And what countries did ITG import
[21] goods from?
[22] **A:** It exported goods from the U.S.
[23] **Q:** And it exported goods from the U.S.
[24] to where?
[25] **A:** To CIS countries.

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[1] **G. Braverman**
[2] **Q:** Since it's been a little while since
[3] the last time you've been deposed, I'll just go
[4] over the ground rules, which your lawyer may have
[5] already covered for you.
[6] A court reporter is taking
[7] everything down, so it's very important that you
[8] and I try not to interrupt each other. It is
[9] very important that I let you finish the answer
[10] before I ask my next question. It's very
[11] important that you let me finish the question
[12] before you start to answer.
[13] Often, conversationally, you know
[14] what the question is going to be before it's even
[15] being asked, and there is an impulse to answer
[16] before the question is completed, but it would be
[17] much easier for everyone if you just wait until
[18] the question is complete.
[19] All of your answers must be spoken.
[20] The court reporter cannot record nods of the head
[21] or shaking of the head or anything like that.
[22] I'm going to assume you understand
[23] my questions. If there is any question that you
[24] don't understand, please say I don't understand
[25] the question, and I will rephrase the question in

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[1] **G. Braverman**
[2] some way.
[3] And you can take a break whenever
[4] you would like today. You know, if a question
[5] has been asked, I'll just ask that you answer
[6] that question and then we can take a break right
[7] away.
[8] Do you understand that you're
[9] testifying here today on behalf of Medallion
[10] Inc.?
[11] **A:** Yes.
[12] **Q:** And you understand this is what is
[13] referred to as a deposition under Rule 30(b)(6)
[14] in the Federal Rules of Civil Procedure?
[15] **MR. ISRAEL:** Objection, he doesn't
[16] know — you don't know what that means, do
[17] you?
[18] **THE WITNESS:** No idea.
[19] **Q:** You understand that in the eyes of
[20] the law, it's as if Medallion Inc. were sitting
[21] in your chair today answering questions, and
[22] you're just speaking on behalf of Medallion Inc.?
[23] **A:** I cannot speak on behalf of
[24] Medallion Inc.
[25] **MR. ISRAEL:** He's speaking about

Page 10

[1] **G. Braverman**
[2] when he was — when — he was responsible
[3] at the time these events occurred, that's
[4] what he's addressing, that is what he's
[5] serving as a witness for the company, when
[6] these events occurred.
[7] **Q:** You understand you're speaking here
[8] today on behalf of Medallion Inc., correct?
[9] **A:** No, I don't.
[10] **Q:** Okay.
[11] **A:** I have not do with Medallion Inc.
[12] **Q:** You understand that Medallion Inc.
[13] is a defendant in this case, correct?
[14] **A:** Yes.
[15] **Q:** And you understand that Medallion
[16] Inc. has an obligation to answer questions here
[17] today?
[18] **A:** Yes.
[19] **Q:** And you understand that you're
[20] answering those questions here today for
[21] Medallion Inc.?
[22] **A:** Once again, I have not to do with
[23] Medallion Inc., so I cannot speak on their
[24] behalf.
[25] **MR. ISRAEL:** Let me — let's make

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[1] **G. Braverman**
[2] this clear. You wanted a witness who
[3] is — for Medallion who is knowledgeable
[4] about the events that relate to this case.
[5] This witness was acting as a representative
[6] of the company at that time. So the
[7] disconnect here may be whether he's
[8] acting — whether he works for the company
[9] or acts as its representative today. And I
[10] think that is what he's talking about, his
[11] status today. So if you would ask him
[12] questions that relate to the time that is
[13] covered in this lawsuit, I think you'll
[14] find that he'll say that he was a
[15] representative for the company at that time
[16] and he can speak to those events as they
[17] went — as they happened at that time, as a
[18] representative for the company at that
[19] time.
[20] Now, if you need somebody who is a
[21] representative of the company today, it may
[22] not be this — it may not be this witness,
[23] and it may be somebody who knows nothing
[24] about the matters in suit. So figuring
[25] that you wanted somebody who knows

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[1] **G. Braverman**
[2] something about this case, who was a
[3] representative at the time, you have him.
[4] **MR. MANDEL:** Okay. Why don't — if
[5] it's all right, Mr. Israel, why doesn't
[6] Medallion Inc. and the plaintiff stipulate
[7] that Mr. Braverman is the 30(b)(6) witness
[8] for Medallion Inc.
[9] **MR. ISRAEL:** That's fine.
[10] **MR. MANDEL:** Okay.
[11] **Q:** I'm going to hand you what has been
[12] marked as Plaintiff's Exhibit 56. Plaintiff's
[13] Exhibit 56 is the Rule 30(b)(6) notice of
[14] Medallion Inc. Have you seen this document
[15] before?
[16] **MR. ISRAEL:** He wouldn't have seen
[17] it, I didn't show it to him and that was
[18] the only way he possibly could have seen
[19] it.
[20] **THE WITNESS:** No.
[21] **Q:** Did you prepare for this deposition
[22] today?
[23] **A:** We met last night for about 12 1/2
[24] minutes.
[25] **Q:** How many minutes?

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[1] **G. Braverman**
[2] **A:** 12 1/2.
[3] **Q:** 12 1/2 minutes. And did you review
[4] any documents during that meeting?
[5] **A:** Yes, I did.
[6] **Q:** And other than that 12 1/2-minute
[7] meeting, did you do any preparation for today?
[8] **A:** No.
[9] **THE WITNESS:** Thank you.
[10] **Q:** Were you ever employed by Medallion
[11] Inc.?
[12] **A:** No.
[13] **Q:** Did you ever do any work for
[14] Medallion Inc.?
[15] **A:** Define "work."
[16] **Q:** Did you ever provide any services
[17] for Medallion Inc.?
[18] **A:** As a favor to a friend.
[19] **Q:** So, yes, you did provide services?
[20] **A:** Yes.
[21] **Q:** And to which friend were you
[22] referring?
[23] **A:** Vladimir Voronchenko.
[24] **Q:** How long have you known
[25] Mr. — sorry?

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[1] **G. Braverman**
[2] **A:** And a principal of Medallion.
[3] **Q:** Who is that principal?
[4] **A:** Victor Vekselberg.
[5] **Q:** How long have you known
[6] Mr. Voronchenko?
[7] **A:** About 40 years.
[8] **Q:** When did you first meet him?
[9] **A:** We're college buddies.
[10] **Q:** At which college?
[11] **A:** That was in Ukraine, back in 1971, I
[12] believe.
[13] **Q:** And what is the name of the college?
[14] **A:** Well, back in the small — small
[15] town in Ukraine, and he was in medical school and
[16] I was attending engineering school.
[17] **Q:** And what was the name of your
[18] engineering school?
[19] **A:** In old country, they called it
[20] Institute of Oil and Gas Industry.
[21] **Q:** And did you graduate from there?
[22] **A:** Yes.
[23] **Q:** And what kind of degree did you
[24] receive?
[25] **A:** Mechanical engineer.

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[1] **G. Braverman**
[2] **Q:** Would that be a bachelor's degree?
[3] **A:** I'm trying — well, no, not really.
[4] It's — it's one of the most prestigious schools,
[5] similar to MIT, or — so I don't know how you
[6] would describe someone who graduated from MIT.
[7] **Q:** Are you familiar with the terms
[8] bachelor's degree, master's degree and Ph.D.?
[9] **A:** To some extent, yes.
[10] **Q:** And do you have a sense of whether
[11] the degree you received was more similar to a
[12] bachelor's or master's or Ph.D.?
[13] **A:** Probably equal to master's.
[14] **Q:** In what year did you graduate from
[15] the Institute of Oil and Gas?
[16] **A:** 1975. Excuse me.
[17] **Q:** Did you attend any school after
[18] that?
[19] **A:** No.
[20] **Q:** Would you say that Mr. Voronchenko
[21] was a close friend of yours?
[22] **A:** Not at the time we knew each other,
[23] we would spend some time together, but we were
[24] not really close friends.
[25] **Q:** Okay. Which time — are you

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[1] **G. Braverman**
[2] referring to the 1970s or —
[3] **A:** '70s.
[4] **Q:** At the time of the events that is
[5] the subject of this lawsuit, you know, in 2008,
[6] were you and Mr. Voronchenko close friends?
[7] **A:** Define "close friends."
[8] **Q:** How often — outside of your — the
[9] services you performed for Medallion Inc., how
[10] often would you speak with Mr. Voronchenko?
[11] **A:** Pretty often.
[12] **Q:** So a couple of times a month?
[13] **A:** At least a couple of times a week.
[14] **Q:** Per week. Do you know his family?
[15] **A:** Yes, well.
[16] **Q:** And do you see him for various
[17] social occasions?
[18] **A:** Yes.
[19] **Q:** Have you ever had any business
[20] relationship with Mr. Voronchenko?
[21] **A:** No.
[22] **Q:** How long have you known
[23] Mr. Vekselberg?
[24] **A:** About six years.
[25] **Q:** When did you first meet him?

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G. Braverman

[1]

[2] **A:** In Moscow.

[3] **Q:** That would be in approximately 2006?

[4] **A:** Around, yes.

[5] **Q:** And what were the circumstances of
[6] that meeting?

[7] **A:** I believe it was his birthday party
[8] or his wife's birthday party, I'm not sure
[9] exactly.

[10] **Q:** And at the current time, how close
[11] were you and how close are you and
[12] Mr. Vekselberg?

[13] **A:** We know each other, we — I wouldn't
[14] describe it as friends, but we have a good
[15] relationship.

[16] **Q:** And has your relationship been
[17] constant, more or less, since you met him in
[18] 2006?

[19] **A:** More or less.

[20] **MR. ISRAEL:** Objection.

[21] You can answer. It's all right.

[22] **Q:** Have you ever had any type of
[23] business relationship with Mr. Vekselberg?

[24] **A:** No.

[25] **Q:** How often do you see Mr. Vekselberg?

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G. Braverman

[1]

[2] **A:** Three, four times a year.

[3] **Q:** Is that in Russia, in the United
[4] States or somewhere else?

[5] **A:** Both.

[6] **Q:** Have you ever discussed this case
[7] with Mr. Vekselberg?

[8] **A:** In a few sentences.

[9] **Q:** And was that on one occasion or more
[10] than one occasion?

[11] **A:** I would say on several occasions.

[12] **Q:** What was discussed during those
[13] conversations?

[14] **A:** Well, I described to him once a
[15] problem we're having with trial, and I told him
[16] that if it was me, I would terminate this
[17] relationship.

[18] **Q:** And what did Mr. Vekselberg say?

[19] **A:** He said, "It's entirely up to you."

[20] **Q:** Was it up to you or Mr. Voronchenko?

[21] **A:** To me.

[22] **Q:** Approximately when was that
[23] conversation?

[24] **A:** I would say from November —
[25] October, November of 2008 or 2009.

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G. Braverman

[1]

[2] **Q:** It was while Triarch was still
[3] working?

[4] **A:** Exactly, yes.

[5] **Q:** And did you decide to terminate
[6] Triarch at that time?

[7] **A:** Yes.

[8] **Q:** And did you communicate that
[9] communication to Triarch?

[10] **A:** Yes.

[11] **Q:** And it's your recollection that you
[12] told Triarch, in October or November of 2008,
[13] that they were terminated?

[14] **A:** Probably in December.

[15] **Q:** Did you change your mind about that
[16] termination?

[17] **A:** No.

[18] **Q:** So it is your recollection that you
[19] terminated Triarch in 2008 — excuse me, in,
[20] approximately, December of 2008?

[21] **A:** That is correct.

[22] **Q:** During that conversation with
[23] Mr. Vekselberg that you just referred to, what
[24] did you tell Mr. Vekselberg was the problem with
[25] Triarch's services?

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G. Braverman

[1]

[2] **A:** He was not really aware of all the
[3] details because he relied on his friend Vladimir
[4] and he wanted to finish apartment by year-end
[5] because he had someone who was interested in
[6] taking over the apartment, I believe, in January,
[7] February.

[8] **Q:** Who was that person?

[9] **A:** I — I don't know. One of his
[10] associates. So I told him there is a problem,
[11] there is a problem, there is no way it would be
[12] done by year-end, and most likely, I told him
[13] that I'm going to have to get rid of Triarch
[14] because they are not — they are not performing.

[15] **Q:** Other than telling you that the
[16] decision about whether to terminate Triarch was
[17] up to you, did Mr. Vekselberg tell you anything
[18] else?

[19] **A:** No.

[20] **Q:** Was Mr. Voronchenko present during
[21] that discussion?

[22] **A:** I'm not sure, I don't think so. But
[23] we were together. I don't remember exactly
[24] where, but one — one of the meetings, dinners,
[25] when we discussed that he was present. I am not

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[1] **G. Braverman**
[2] sure if he was involved in this conversation.
[3] **Q:** Am I correct in understanding that
[4] Mr. Voronchenko was physically in the vicinity
[5] for that conversation, but you don't know whether
[6] he participated in it?
[7] **A:** I never met Victor without Vladimir
[8] being present.
[9] **Q:** Other than that one conversation
[10] with Mr. Vekselberg, did you have any other
[11] conversations about this case with
[12] Mr. Vekselberg?
[13] **A:** I believe, a few months later, we
[14] saw each other in New York, and he asked me how
[15] it's going. And so I told him that we terminated
[16] our relationship with Triarch, and looking
[17] elsewhere for another firm to do the job.
[18] **Q:** Did you say anything else to
[19] Mr. Vekselberg during that conversation?
[20] **A:** No.
[21] **Q:** Did he say anything to you during
[22] that conversation?
[23] **A:** No, he did not.
[24] **Q:** Did Mr. Vekselberg ever communicate
[25] to you that he wanted the apartment completed by

Page 22

[1] **G. Braverman**
[2] December 31, 2008?
[3] **A:** Yes. Initially, when we discussed
[4] that I will be helping as the time permits to run
[5] this project.
[6] **Q:** When was that conversation?
[7] **A:** Sometimes in August or September of
[8] 2008.
[9] **Q:** Would it be all right, you're aware
[10] that the apartment at 515 Park Avenue on the 21st
[11] floor is the subject of this lawsuit, correct?
[12] **A:** Yes.
[13] **Q:** Would it be all right today if we
[14] just referred to the apartment at 515 Park
[15] Avenue, on the 21st floor as "the apartment"?
[16] **A:** Sure.
[17] **Q:** How did you first become involved in
[18] work on the apartment?
[19] **A:** When the apartment was purchased, I
[20] believe it was over the phone when Victor called
[21] me, and he asked me if I'll be able to help them
[22] to find a designer and a construction firm and an
[23] architect for this project.
[24] **Q:** Who asked you that?
[25] **A:** Victor.

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[1] **G. Braverman**
[2] **Q:** And do you know why he asked you?
[3] **MR. ISRAEL:** Objection.
[4] Don't speculate. If you know the
[5] answer, you can give it; otherwise, if you
[6] don't know, you don't know.
[7] **Q:** And you should not speculate at any
[8] point today. If you don't know the answer to a
[9] question —
[10] **A:** I don't.
[11] **Q:** — just say I don't know. Or if you
[12] don't remember, you can say I don't remember.
[13] Had you any experience in renovating
[14] or decorating apartments or other types of
[15] buildings?
[16] **A:** No.
[17] **Q:** And you said that Mr. Vekselberg
[18] asked you to do this work sometime in — was it
[19] August or September of 2008?
[20] **A:** No, it was probably — I would say
[21] February or March of 2008 when — when he
[22] purchased the apartment.
[23] **Q:** Who was the apartment purchased for?
[24] **A:** I don't know.
[25] **Q:** Was Mr. Vekselberg's daughter

Page 24

[1] **G. Braverman**
[2] supposed to live in the apartment?
[3] **A:** I don't know. I — I don't think
[4] so.
[5] **Q:** When Mr. Vekselberg first spoke to
[6] you in February or March of 2008, did he give you
[7] a deadline for completing the renovation of the
[8] apartment?
[9] **A:** Yes. He mentioned that he wants to
[10] finish renovation as soon as possible, so he can
[11] take possession at that point.
[12] **Q:** And when you say "take possession,"
[13] you mean so someone could move in?
[14] **A:** Correct.
[15] **Q:** Did Mr. Vekselberg say to you that
[16] he wanted to finish as soon as possible, or did
[17] he say to you that he wanted to finish by a
[18] specific date?
[19] **A:** By the end of the year.
[20] **Q:** And do you know whether that would
[21] be possible?
[22] **A:** No.
[23] **Q:** When he said he wanted to finish by
[24] the end of the year, did you tell him that that
[25] was reasonable or unreasonable; did you say

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[1] **G. Braverman**
[2] anything about that goal?
[3] **A:** At the time it seemed like a piece
[4] of cake.
[5] **Q:** At that time you believe nine or ten
[6] months was a sufficient amount of time to
[7] renovate the apartment?
[8] **A:** More than sufficient.
[9] **Q:** And you believed that, even though
[10] you had no experience in renovating apartments or
[11] buildings?
[12] **A:** Correct. Well, I — I'm sorry, I
[13] did have some experience. I build two
[14] restaurants. So probably I didn't have
[15] experience in residential construction, but I did
[16] have some experience in commercial.
[17] **Q:** And were those two restaurants in
[18] New York?
[19] **A:** Yes.
[20] **Q:** And what were the names of those two
[21] restaurants?
[22] **A:** One was Paradise Deli at 875 Third.
[23] One was Midtown Deli on East 31st.
[24] **Q:** How long did the renovation of
[25] Paradise Deli take?

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[1] **G. Braverman**
[2] **A:** About four months.
[3] **Q:** And was that renovation more or less
[4] extensive than the renovation of the apartment
[5] that was done in this case?
[6] **MR. ISRAEL:** Objection.
[7] You can answer.
[8] **THE WITNESS:** Should I answer?
[9] **MR. ISRAEL:** You could answer, yes.
[10] **A:** I believe commercial construction is
[11] much more complicated.
[12] **Q:** Why is that?
[13] **A:** Because of the restaurant equipment,
[14] kitchen equipment, refrigeration, display cases.
[15] **Q:** How long did the renovation of the
[16] Midtown Deli take?
[17] **A:** Less than that. I would say about
[18] three, three and a half months.
[19] **Q:** And was that renovation also more
[20] involved than the renovation of the apartment in
[21] this case?
[22] **A:** Yes, like any other restaurant.
[23] **Q:** Was Mr. Voronchenko involved in the
[24] renovation of the Paradise Deli?
[25] **A:** No.

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[1] **G. Braverman**
[2] **Q:** Was Mr. Voronchenko involved in the
[3] renovation of the Midtown Deli?
[4] **A:** No.
[5] **Q:** Returning your attention again to
[6] when Mr. Vekselberg asked you to assist in the
[7] renovation of the apartment in this case, did he
[8] offer to provide you any compensation?
[9] **A:** No.
[10] **Q:** Did he at any time provide you any
[11] compensation?
[12] **A:** Can you repeat the question?
[13] **Q:** Did he provide you any compensation
[14] for the services you performed in connection with
[15] the apartment?
[16] **A:** None whatsoever.
[17] **Q:** Did anyone else provide you with any
[18] compensation for any of the services that you
[19] provided in connection with the apartment?
[20] **A:** No.
[21] **Q:** So why did you agree to do it?
[22] **A:** As a favor, as a friend.
[23] **Q:** When did you begin work on the
[24] renovation of the apartment?
[25] **A:** Immediately after the purchase.

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[1] **G. Braverman**
[2] **Q:** And that would be February or March
[3] of 2008?
[4] **A:** I do not remember exactly when the
[5] apartment was purchased, but I believe it was
[6] December or January of 2008.
[7] **Q:** Was Medallion Inc. the company that
[8] purchased the apartment?
[9] **A:** Yes.
[10] **Q:** Does Medallion Inc. continue to own
[11] the apartment today?
[12] **A:** To the best of my knowledge.
[13] **Q:** Did there come a point in time that
[14] you stopped working on the renovation of the
[15] apartment?
[16] **A:** Yes.
[17] **Q:** When was that?
[18] **A:** That was about two months after
[19] Triarch was terminated.
[20] **Q:** And why did you stop working on the
[21] apartment at that time?
[22] **A:** I got much busier with my own
[23] projects as well as I was away most of the time.
[24] **Q:** By "away," you mean out of the
[25] United States?

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[1] **G. Braverman**
[2] **A:** Correct.
[3] **Q:** Were your own projects restaurants?
[4] **A:** No.
[5] **Q:** What kind of projects were you
[6] working on at that time?
[7] **A:** Oil — oil refinery.
[8] **Q:** Where was the oil refinery?
[9] **A:** It was Uzbekistan. Uzbekistan.
[10] **Q:** Is Mr. Voronchenko involved in that
[11] oil refinery?
[12] **A:** No.
[13] **Q:** Is Mr. Vekselberg involved in the
[14] oil refinery?
[15] **A:** No.
[16] **Q:** Approximately how much of your time
[17] did you spend working on the renovation of the
[18] apartment?
[19] **A:** I would say 10 hours a week, maybe
[20] less.
[21] **Q:** Are you currently employed?
[22] **A:** Yes.
[23] **Q:** By who?
[24] **A:** Essex Management, LLC.
[25] **Q:** Is that a company based here in New

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[1] **G. Braverman**
[2] York?
[3] **A:** Yes.
[4] **Q:** What do they do?
[5] **A:** Business consulting and management.
[6] **Q:** And do you perform business
[7] consulting and management services for Essex?
[8] **A:** Correct.
[9] **Q:** And in what industries have you
[10] provided business consulting and management
[11] services?
[12] **A:** Oil refining, logistics.
[13] **Q:** Are you still involved with the
[14] Uzbekistan oil refinery?
[15] **A:** Yes.
[16] **Q:** And how are you involved?
[17] **A:** I help the companies to — to buy
[18] the product. I help them with agreements with
[19] the refinery, and I help them with logistics.
[20] **Q:** And is that as part of your work for
[21] Essex?
[22] **A:** Correct.
[23] **Q:** And other than the oil and gas —
[24] **MR. MANDEL:** Withdrawn.
[25] **Q:** Other than the oil business, are you

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[1] **G. Braverman**
[2] currently involved in any other businesses?
[3] **A:** No.
[4] **Q:** And since you stopped working for
[5] Medallion a month or two after Triarch was
[6] terminated, have you had any involvement
[7] whatsoever with Medallion since that time?
[8] **A:** I never worked for Medallion.
[9] **Q:** Since you stopped providing services
[10] to Medallion a month or two after Triarch was
[11] terminated, have you provided any services for
[12] Medallion?
[13] **A:** No.
[14] **Q:** What business is Medallion in?
[15] **A:** I don't know.
[16] **Q:** Do you know what businesses
[17] Medallion had been involved in in the past?
[18] **A:** No idea.
[19] **Q:** Does Medallion have an office in New
[20] York?
[21] **A:** I'm not sure. I don't think so.
[22] **Q:** Do you know if Medallion ever had an
[23] office in New York?
[24] **A:** I don't know.
[25] **Q:** Does Medallion have any employees in

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[1] **G. Braverman**
[2] New York?
[3] **A:** I don't know.
[4] **Q:** Has Medallion ever had employees in
[5] New York?
[6] **A:** I don't know.
[7] **Q:** Does Medallion have any agents or
[8] independent contractors in New York?
[9] **MR. ISRAEL:** Objection. Calls for a
[10] legal conclusion. He may not know what
[11] those terms mean.
[12] You can answer, if you understand.
[13] **A:** Can you repeat the question?
[14] **Q:** Sure. Does Medallion have any
[15] agents or independent contractors in New York?
[16] **A:** I don't know. I don't think so.
[17] **Q:** Has Medallion ever had any agents or
[18] independent contractors in New York?
[19] **A:** I don't —
[20] **MR. ISRAEL:** Objection.
[21] You can answer.
[22] **A:** I don't think so.
[23] **Q:** Does Medallion conduct any business
[24] in New York?
[25] **A:** I don't know.

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[1] **G. Braverman**

[2] **Q:** Has Medallion ever conducted any
[3] business in New York?

[4] **A:** I don't know.

[5] **Q:** Does Medallion have any lawyers in
[6] New York?

[7] **MR. ISRAEL:** You mean other than the
[8] lawyer sitting here now?

[9] **Q:** Other than Mr. Israel, does
[10] Medallion have any lawyers in New York?

[11] **A:** I believe they do.

[12] **Q:** And who are those lawyers?

[13] **A:** I think it is Mr. Wise, Robert Wise.

[14] **Q:** And what kind of legal advice does
[15] Mr. Wise provide?

[16] **MR. ISRAEL:** Objection.

[17] **A:** I don't know.

[18] **Q:** Other than Mr. Wise and Mr. Israel,
[19] has Medallion had any other lawyers in New York?

[20] **A:** I don't know.

[21] **Q:** Does Medallion have any bank
[22] accounts in New York?

[23] **A:** I don't know.

[24] **Q:** Does Medallion have any property in
[25] New York?

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[1] **G. Braverman**

[2] **MR. ISRAEL:** Objection. You know it
[3] owns the apartment.

[4] **Q:** Other than the apartment at issue in
[5] this case, does Medallion have any other property
[6] in New York?

[7] **A:** I don't know.

[8] **Q:** Who owns Medallion?

[9] **A:** I believe Victor Vekselberg does.

[10] **Q:** Does anyone else own Medallion?

[11] **MR. ISRAEL:** Don't guess. If you
[12] know, you know.

[13] **A:** I don't know.

[14] **Q:** Do you know whether Mr. Vekselberg
[15] owns Medallion directly or owns it through
[16] another company or entity?

[17] **A:** I don't know.

[18] **Q:** Who are Medallion's officers?

[19] **A:** I don't know.

[20] **Q:** Who are Medallion's directors?

[21] **A:** I don't know.

[22] **Q:** Where is Medallion incorporated?

[23] **MR. ISRAEL:** Objection.

[24] **A:** I don't know.

[25] **Q:** When was Medallion formed?

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G. Braverman

[1] **A:** I don't know.

[2] **Q:** Where was it formed?

[3] **A:** No idea.

[4] **Q:** For what purpose was it formed?

[5] **MR. ISRAEL:** Objection.

[6] **A:** I don't know.

[7] **Q:** Am I correct that you already
[8] testified that you don't know what businesses
[9] Medallion is in?

[10] **A:** Correct.

[11] **Q:** Who is invested in Medallion?

[12] **MR. ISRAEL:** Objection.

[13] **A:** I don't know.

[14] (Plaintiff's Exhibit 57, document
[15] entitled "Contract of Sale, Condominium
[16] Unit", marked for identification.)

[17] **Q:** Mr. Braverman, I've handed you what
[18] has been marked as Plaintiff's Exhibit 57. It
[19] begins on Bates number page MED 141 and goes to
[20] page MED 157.

[21] Just so you know, this is the first
[22] time I'm referring to these documents. On most
[23] of the documents I'm going to show you today MED
[24] stands for Medallion. If it is stamped with
[25]

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G. Braverman

[1] "Medallion," I'll represent to you that it was
[2] produce by Medallion's attorney, Mr. Israel, and
[3] it has got a number to the right of it.

[4] Do you recognize this document?

[5] **A:** Yes.

[6] **Q:** What is it?

[7] **A:** It's a purchase agreement.

[8] **Q:** And is it a purchase agreement for
[9] the apartment at issue in this case?

[10] **A:** Yes.

[11] **Q:** And turning your attention to page
[12] 154 — excuse me, 153. Is that your signature?

[13] **A:** Yes.

[14] **Q:** Have you ever worked for Hermitage,
[15] S.A.?

[16] **A:** No.

[17] **Q:** Am I correct that you signed this
[18] purchase agreement on behalf of Hermitage, S.A.?

[19] **A:** Yes.

[20] **Q:** And in what capacity were you
[21] signing on behalf of Hermitage, S.A.?

[22] **A:** I'm not sure. I don't remember. I
[23] think I signed it on behalf of Vladimir or
[24] Victor. I don't know.
[25]

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[1] **G. Braverman**
[2] Q: Do you know what Hermitage, S.A. is?
[3] A: No.
[4] Q: Do you know who owns it?
[5] A: No.
[6] Q: Did Medallion ultimately purchase
[7] the apartment for \$10,950,000?
[8] A: I don't remember exactly the number,
[9] but, yes, Medallion purchased that apartment.
[10] Q: Does the \$10,950,000 sum sound like
[11] approximately what the sale price was?
[12] A: I'm not sure. I thought it was
[13] more.
[14] Q: How much did you think the sale
[15] price was?
[16] A: It was more than 11.
[17] Q: More than 11 million?
[18] A: But I'm not sure, again, it was five
[19] years ago.
[20] Q: The court reporter can't take down
[21] nods of the head, so I just need to reask that
[22] question.
[23] It is your recollection that the
[24] purchase price was over \$11 million, correct?
[25] A: Correct.

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[1] **G. Braverman**
[2] Q: Were you involved in any way in the
[3] negotiation, in any negotiation related to the
[4] purchase of the apartment?
[5] A: No.
[6] Q: Did you see the apartment before it
[7] was purchased?
[8] A: I did.
[9] Q: Who was present when you saw it?
[10] A: Vladimir.
[11] Q: Was anyone else present?
[12] A: No.
[13] Q: At the time that Mr. Voronchenko and
[14] you visited the apartment, was it understood that
[15] Mr. Voronchenko would move into the apartment?
[16] A: No.
[17] Q: So why was Mr. Voronchenko taking a
[18] look at the apartment?
[19] A: He told me this is the apartment
[20] that Victor intends to purchase, and he wants his
[21] help with decoration, construction.
[22] Q: At the time you went to see it, had
[23] anybody asked you to be involved in the
[24] renovation or construction of the apartment?
[25] A: No.

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[1] **G. Braverman**
[2] (Plaintiff's Exhibit 58, two-page
[3] document entitled "Assignment and
[4] Assumption" bearing Bates numbers MED 159
[5] and MED 160, marked for identification.)
[6] Q: I've handed you what has been marked
[7] as Exhibit 58, it begins on Bates MED 159 and
[8] continues on MED 160. Do you recognize this
[9] document?
[10] A: No.
[11] Q: At any point in time, did Hermitage
[12] S.A. assign its rights under the purchase
[13] agreement to Medallion Inc.?
[14] A: I don't know.
[15] (Plaintiff's Exhibit 59, document
[16] bearing Bates numbers MED 167 - MED 170,
[17] marked for identification.)
[18] Q: Do you know, before we get to
[19] Exhibit 59, do you know who John-Pierre —
[20] MR. MANDEL: Withdrawn.
[21] Q: Let me return your attention to
[22] Exhibit 58. Do you see there is a signature on
[23] the middle of the page on Exhibit 58?
[24] A: Yes.
[25] Q: Do you recognize that person's name

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[1] **G. Braverman**
[2] there?
[3] A: No.
[4] Q: Are you aware of whether that person
[5] is or ever was a director of Medallion Inc.?
[6] A: I don't know.
[7] Q: Turn your attention back to 59.
[8] MR. MANDEL: For the record, 59
[9] begins on Bates number page MED 167 and
[10] continues through MED 170.
[11] Q: Do you recognize this document?
[12] A: No.
[13] Q: But it is your understanding that
[14] Medallion Inc. ultimately purchased the apartment
[15] at issue in this case?
[16] A: I believe so, yes.
[17] (Plaintiff's Exhibit 60, document
[18] bearing Bates numbers MED 171 - MED 174,
[19] marked for identification.)
[20] Q: Mr. Braverman, I've handed you what
[21] has been marked as Plaintiff's 60. It goes from
[22] MED 171 and continues through MED 174. Do you
[23] recognize this document?
[24] A: No. I never saw it.
[25] Q: Do you know if Medallion is

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[1] **G. Braverman**
[2] incorporated under the laws of Panama?
[3] **A:** I don't know.
[4] **Q:** Do you know if it's registered to do
[5] business in Panama?
[6] **A:** No.
[7] **Q:** Do you know if it has any business
[8] in Panama?
[9] **A:** I don't know.
[10] **Q:** Do you know if it has any offices in
[11] Panama?
[12] **A:** I don't know.
[13] **Q:** Do you know if it has any employees
[14] or independent contractors in Panama?
[15] **A:** That, I wouldn't know.
[16] **MR. ISRAEL:** Objection.
[17] You can answer.
[18] **A:** I wouldn't know.
[19] **Q:** Turning your attention to page 173,
[20] towards the bottom page, it says —
[21] **MR. MANDEL:** Withdrawn.
[22] **Q:** Towards the bottom of page 173, it
[23] says that its directors are John-Pierre
[24] Haroutounian. Do you know who that person is?
[25] **A:** No.

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[1] **G. Braverman**
[2] **Q:** Do you know if that person is a
[3] director of Medallion Inc.?
[4] **A:** I don't know.
[5] **Q:** Underneath Mr. Haroutounian's name,
[6] it says A.J.K. Management Services International,
[7] Inc. Are you familiar with that company?
[8] **A:** No.
[9] **Q:** Do you know whether that company is
[10] a director of Medallion?
[11] **A:** I don't know.
[12] **Q:** Underneath that name it says A.J.K.
[13] Secretarial Services International, Inc. Are you
[14] familiar with that company?
[15] **A:** No.
[16] **Q:** Do you know whether that company is
[17] a director of Medallion Inc.?
[18] **A:** I don't know.
[19] **Q:** And those same three names appear
[20] below under officers. Are you aware of whether
[21] any of those — whether that person or those
[22] companies are officers of Medallion Inc.?
[23] **A:** I don't.
[24] **Q:** Have you heard of Unitrade Company?
[25] **A:** No.

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[1] **G. Braverman**
[2] **Q:** Did Unitrade Company —
[3] **MR. ISRAEL:** Withdrawn.
[4] (Plaintiff's Exhibit 61, document
[5] bearing Bates number MED 194, marked for
[6] identification.)
[7] **Q:** I've handed you what has been marked
[8] as 61, it's one page long, that is Bates stamped
[9] MED 194. Do you recognize this document?
[10] **A:** No.
[11] **Q:** Did Unitrade Company ever have its
[12] offices at 515 Park Avenue, 21st floor?
[13] **A:** I don't know who they are.
[14] **Q:** Do you know where the funds that
[15] were used to renovate the apartment came from?
[16] **A:** No.
[17] **Q:** Do you know if any of those funds
[18] came from Unitrade?
[19] **A:** I don't know.
[20] (Plaintiff's Exhibit 62, document
[21] bearing Bates number MED 128, marked for
[22] identification.)
[23] **MR. McKEE:** Do you have a copy of
[24] that one or not?
[25] **MR. MANDEL:** Sorry, did I not give

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[1] **G. Braverman**
[2] you guys copies?
[3] **MR. McKEE:** Thank you.
[4] **Q:** I've handed you what has been marked
[5] as Exhibit 62. It is one page long that is Bates
[6] stamped MED 128. Do you know if —
[7] **MR. MANDEL:** Withdrawn.
[8] **Q:** Am I correct that Robert Wise was
[9] the lawyer you referred to before who worked on
[10] behalf of Medallion?
[11] **A:** I believe so.
[12] **Q:** Do you know why Mr. Wise would have
[13] been conducting a Freedom Of Information law
[14] inquiry with respect to Unitrade?
[15] **A:** No.
[16] **Q:** As far as you're aware, you never
[17] told Mr. Wise to conduct a Freedom Of Information
[18] law request with respect to Unitrade?
[19] **A:** It's dated 2011.
[20] **Q:** Yes.
[21] **A:** I was not involved since 2008, so
[22] beginning of 2009.
[23] **Q:** It may be hard to believe, but
[24] sometimes it takes the government quite a bit of
[25] time to get back to you on a Freedom Of

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<p>[1] G. Braverman</p> <p>[2] Information law request. I appreciate you</p> <p>[3] pointing out the dates just the same.</p> <p>[4] So that the record is clear, you</p> <p>[5] never asked Mr. Wise to do any Freedom Of</p> <p>[6] Information law inquiry on Unitrade; is that</p> <p>[7] correct?</p> <p>[8] A: No.</p> <p>[9] Q: Did you ever have any communications</p> <p>[10] with Mr. Wise?</p> <p>[11] A: Yes.</p> <p>[12] Q: Without getting into any of the</p> <p>[13] substance of those communications, did you talk</p> <p>[14] to him just one or two times, or a number of</p> <p>[15] times?</p> <p>[16] A: A number of times.</p> <p>[17] Q: And would you generally communicate</p> <p>[18] by telephone or by e-mail or some other way?</p> <p>[19] A: Mostly by telephone.</p> <p>[20] Q: And did all of those communications</p> <p>[21] relate to the apartment at issue in this case?</p> <p>[22] A: Yes.</p> <p>[23] Q: So you never communicated with</p> <p>[24] Mr. Wise about any other issue, correct?</p> <p>[25] A: No.</p>	<p>[1] G. Braverman</p> <p>[2] Q: Who is that?</p> <p>[3] A: I believe she works for Pepe</p> <p>[4] Calderin.</p> <p>[5] Q: And was Pepe Calderin Design</p> <p>[6] involved in any way with the renovation of the</p> <p>[7] apartment?</p> <p>[8] A: I believe Pepe was hired at the</p> <p>[9] later stage, after Triarch was terminated.</p> <p>[10] Q: And were you still involved in the</p> <p>[11] project at the time Calderin was hired?</p> <p>[12] A: For a couple of months.</p> <p>[13] Q: Did you ever meet with anyone from</p> <p>[14] Pepe Calderin Design?</p> <p>[15] A: Yes, I met Pepe a few times.</p> <p>[16] Q: When was that?</p> <p>[17] A: It was in 2009, in Miami, in the</p> <p>[18] beginning of 2009.</p> <p>[19] Q: Did you go to Miami specifically to</p> <p>[20] see Mr. Calderin?</p> <p>[21] A: No.</p> <p>[22] Q: Why were you in Miami at that time?</p> <p>[23] A: I was staying at Vladimir's place.</p> <p>[24] Q: And who was present when you met</p> <p>[25] with Mr. Calderin?</p>
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<p>[1] G. Braverman</p> <p>[2] Q: Have you ever heard of a company</p> <p>[3] called D Group?</p> <p>[4] A: No.</p> <p>[5] Q: Did D Group pay for any of the</p> <p>[6] expenses associated with the renovation and</p> <p>[7] decoration of the apartment?</p> <p>[8] A: I don't know.</p> <p>[9] (Plaintiff's Exhibit 63, document</p> <p>[10] bearing Bates numbers MED 287 and MED 288,</p> <p>[11] marked for identification.)</p> <p>[12] Q: I've handed you what has been marked</p> <p>[13] as Plaintiff's Exhibit 63. It begins on Bates</p> <p>[14] number page MED 287 and continues on page 288.</p> <p>[15] Towards the bottom of the first page</p> <p>[16] of this exhibit, it appears to be an e-mail from</p> <p>[17] Gauthier Colomer, that is G-A-U-T-H-I-E-R, last</p> <p>[18] name Colomer, C-O-L-O-M-E-R.</p> <p>[19] Have you ever heard of a</p> <p>[20] Mr. Colomer?</p> <p>[21] A: No.</p> <p>[22] Q: And it appears to be an e-mail to</p> <p>[23] Katherine at Pepe Calderin Design. Have you ever</p> <p>[24] heard of a Katherine at Pepe Calderin design?</p> <p>[25] A: Yes.</p>	<p>[1] G. Braverman</p> <p>[2] A: Vladimir.</p> <p>[3] Q: Was anyone else present?</p> <p>[4] A: I don't think so.</p> <p>[5] Q: What was discussed at that meeting?</p> <p>[6] A: We discussed that we have troubled</p> <p>[7] project in New York, so we can use his services.</p> <p>[8] Q: And what did you and/or</p> <p>[9] Mr. Voronchenko communicate to Mr. Calderin about</p> <p>[10] your goals and objectives for that project?</p> <p>[11] A: At the time, I was not really</p> <p>[12] involved in project already. So I only</p> <p>[13] participated in this meeting, but I wasn't really</p> <p>[14] involved in any negotiations with Calderin.</p> <p>[15] Q: At this point you had stopped</p> <p>[16] working the project, correct?</p> <p>[17] A: Yes.</p> <p>[18] Q: And did you or Mr. Voronchenko</p> <p>[19] communicate to Mr. Calderin that the project had</p> <p>[20] to be completed by a certain date?</p> <p>[21] MR. ISRAEL: Objection.</p> <p>[22] A: I do not recall.</p> <p>[23] Q: Was a budget for the project</p> <p>[24] discussed?</p> <p>[25] A: I don't remember.</p>

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G. Braverman

- [1]
[2] **Q:** Did anyone express to Mr. Calderin a
[3] desire for a particular aesthetic or look of the
[4] renovated apartment?
[5] **MR. ISRAEL:** Objection.
[6] **A:** I'm not sure. At the time I was not
[7] interested in the project, and I wasn't involved.
[8] **Q:** Other than that first meeting with
[9] Mr. Calderin, did you have any other meetings
[10] with Mr. Calderin?
[11] **A:** I did speak with him a couple of
[12] times over the phone.
[13] **Q:** And when was that?
[14] **A:** Around the same time, spring of
[15] 2009.
[16] **Q:** And what was discussed on those
[17] calls?
[18] **A:** I'm not exactly sure. I don't
[19] remember.
[20] **Q:** Was money discussed on any of those
[21] calls?
[22] **A:** I never had anything to do with any
[23] financial matters.
[24] **Q:** Was Mr. Voronchenko on those calls?
[25] **A:** No. Vladimir sometimes was having

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G. Braverman

- [1] communication problems. His English is not that
[2] great. So from time to time he would ask me, as
[3] a friend, to relay a message or send an idea or
[4] whatever. So since I knew these people — these
[5] people, I would do it for him. He does similar
[6] favors for me when I'm — when I'm in Russia.
[7] **Q:** Your English is better than
[8] Mr. Voronchenko's.
[9] **A:** I certainly hope so.
[10] **Q:** He did a pretty good job in his
[11] deposition with the English.
[12] **Where were you born?**
[13] **A:** I was born in the Ukraine.
[14] **Q:** And —
[15] **A:** About a hundred miles from a place
[16] where he was born.
[17] **Q:** And when did you learn to speak
[18] English?
[19] **A:** I live here 35 years.
[20] **Q:** And did you learn English when you
[21] arrived here, or prior to your arrival here?
[22] **A:** I took some English back in college.
[23] **Q:** Are you a U.S. citizen?
[24] **A:** Yes, I am.
[25]

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G. Braverman

- [1]
[2] **Q:** When did you become a U.S. citizen?
[3] **A:** 1999.
[4] **Q:** Other than what you described to me
[5] about your phone calls with Mr. Calderin into the
[6] spring of 2009, do you have any recollection of
[7] those calls?
[8] **A:** No, I don't. But what I do remember
[9] is that around the same time Pepe came to New
[10] York, I had a lunch with him, and we walked over
[11] to the apartment. I stayed with him for five,
[12] ten minutes and then I left.
[13] **Q:** Did you have any discussion about
[14] the apartment during that lunch or during that
[15] walk?
[16] **A:** No, we did not. I was not involved
[17] at that time. He was meeting with someone else
[18] at the time.
[19] **Q:** Who was he meeting with?
[20] **A:** With a guy by the name of Filip, I
[21] believe.
[22] **Q:** And other than those two in-person
[23] meetings with Mr. Calderin and those few phone
[24] calls in the spring of 2009, did you have any
[25] other communications with Mr. Calderin?

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G. Braverman

- [1]
[2] **A:** I think I go to Miami pretty often,
[3] so I saw him a couple of times.
[4] **Q:** Did you discuss the apartment at
[5] all?
[6] **A:** No. Because it was socially.
[7] **Q:** Turning your attention to Exhibit
[8] 63, referring to the bottom of the e-mail to
[9] Kathy from Pepe Calderin Design writes, "I
[10] believe we received the wire transfer from your
[11] client."
[12] **MR. MANDEL:** Excuse me, withdrawn.
[13] **Q:** Mr. Colomer writes to Kathy from
[14] Pepe Calderin Design, "I believe we received the
[15] wire transfer from your client, the company that
[16] originated it is 'D Group'.
[17] Do you have any understanding as to
[18] whether D Group paid for any part of the
[19] renovation or decoration of the apartment?
[20] **A:** I don't know who they are.
[21] **MR. ISRAEL:** When you get a chance,
[22] I need to take a few-minute break.
[23] **MR. MANDEL:** We can do it right now,
[24] if you like.
[25] (Time noted: 11:22 a.m.)

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[1] **G. Braverman**
[2] (A brief recess is taken.)
[3] (Time noted: 11:26 a.m.)
[4] **Q:** I'm handing you what has already
[5] been marked —
[6] **MR. MANDEL:** Let's go off for one
[7] second.
[8] **Q:** I've handed you what has been marked
[9] as Plaintiff's Exhibit 49. Do you recognize this
[10] document?
[11] **A:** No.
[12] **Q:** And am I correct that you've already
[13] testified here today that you don't know which
[14] entity or entities paid for the renovation of the
[15] apartment at issue in this case?
[16] **A:** Correct.
[17] **Q:** Earlier you referred to a Filip.
[18] There is a Filip referenced in this e-mail.
[19] Filip Vuckovic, Filip is F-I-L-I-P, Vuckovic is
[20] V-U-C-K-O-V-I-C. Is that the Filip you were
[21] referring to earlier today?
[22] **A:** Yes.
[23] **Q:** And who is he?
[24] **A:** He's the person who was managing the
[25] project after — after me.

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[1] **G. Braverman**
[2] **MR. McKEE:** After what?
[3] **THE WITNESS:** After I surrendered.
[4] **Q:** And do you know who Mr. Vuckovic
[5] worked for?
[6] **A:** He doesn't work for anyone. He
[7] is — he has big construction company in Russia.
[8] **Q:** Is that called Libracon Holdings?
[9] **A:** I believe so. Yes.
[10] **Q:** And do you know whether Mr. Wise
[11] would pay the invoices for goods and services
[12] purchased in connection with the renovation of
[13] the apartment?
[14] **MR. ISRAEL:** Don't guess. If you
[15] don't know, you don't know.
[16] **A:** I don't, I don't, I never had
[17] anything to do with any financials.
[18] **Q:** Who is Sergei Voronchenko?
[19] **A:** He is Vladimir's son.
[20] **Q:** What involvement did he have in this
[21] case?
[22] **MR. ISRAEL:** Objection.
[23] **MR. MANDEL:** Excuse me, withdrawn.
[24] **Q:** What involvement did he have in the
[25] renovation or decoration of the apartment?

Page 55

[1] **G. Braverman**
[2] **MR. ISRAEL:** Objection.
[3] **A:** None.
[4] **Q:** Does Sergei Voronchenko live in the
[5] apartment now?
[6] **A:** No.
[7] **Q:** Does he live in Russia?
[8] **A:** Yes.
[9] **Q:** How old is he, approximately?
[10] **A:** He's about close to 40.
[11] **Q:** I'm handing you what has been marked
[12] as Plaintiff's Exhibit 52.
[13] Do you recognize this document?
[14] **A:** No.
[15] **Q:** Do you have any idea as to whether
[16] Libracon placed amounts owed to other vendors on
[17] its invoices?
[18] **A:** No, I don't. They — dated 2012. I
[19] wasn't involved since 2009.
[20] **Q:** Yes. I have a feeling,
[21] Mr. Braverman, I may ask you a lot of questions
[22] today that postdate your involvement, because,
[23] before today, you were represented to me as the
[24] witness who is going to represent Medallion on a
[25] whole host of issues. I wasn't told before today

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[1] **G. Braverman**
[2] that there would be some sort of time limitation.
[3] **MR. ISRAEL:** Wait a minute. You
[4] said you wanted to take Mr. Braverman's
[5] deposition. You said that specifically,
[6] you wanted to take his deposition, did you
[7] not? You said that.
[8] **MR. MANDEL:** Yes.
[9] **MR. ISRAEL:** I don't know that there
[10] were any representations made to you
[11] because that is what you're saying and it
[12] is not exactly what you're saying, that is
[13] certainly what you're implying. I don't
[14] know that there were any representations
[15] made to you that he would be speaking about
[16] a whole host of issues.
[17] If anything, there were
[18] representations made to you that he has
[19] facts that are relative to your pleadings,
[20] and he is the person who is responsible for
[21] overseeing the work that was being done,
[22] the renovations that were being done with
[23] the apartment at the time your client was
[24] involved with the renovations, that is what
[25] was represented.

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G. Braverman

[1] **MR. MANDEL:** I'll put on the record
[2] very clearly what was represented to me. I
[3] asked Mr. Israel who his Rule 30(b)(6)
[4] witness was going to be and he told me it
[5] was going to be Mr. Braverman. At the time
[6] of that conversation, the 30(b)(6) notice,
[7] that was admitted as an exhibit today, had
[8] been provided and served upon Mr. Israel.

[9] **MR. ISRAEL:** And that statement was
[10] made after it was — after a further — a
[11] full conversation was had regarding your
[12] desire to take Mr. Braverman's deposition,
[13] because he was the person who had
[14] information regarding what I just said, and
[15] that is how it came about that he was
[16] designated as the 30(b)(6) witness.

[17] **MR. MANDEL:** I don't want to fight
[18] about this.

[19] Does Medallion have some other
[20] 30(b)(6) witness?

[21] **MR. ISRAEL:** No.

[22] **MR. MANDEL:** So this is the 30(b)(6)
[23] witness?

[24] **MR. ISRAEL:** That's right. That's

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G. Braverman

[1] right. I'm only addressing your statement
[2] that representations were made that he
[3] would know about things, and I never made
[4] those representations to you.

[5] **MR. MANDEL:** I certainly agree with
[6] Mr. Israel that I did not go down every
[7] topic in the 30(b)(6) notice —

[8] **MR. ISRAEL:** Mazel tov.

[9] **MR. MANDEL:** — is Mr. Braverman
[10] going to know about each and every topic.

[11] **MR. ISRAEL:** Mazel tov.

[12] **MR. MANDEL:** I asked who the
[13] 30(b)(6) witness was going to be and
[14] Mr. Israel told me that Mr. Braverman was
[15] going to be the 30(b)(6) witness.

[16] **MR. ISRAEL:** Go ahead, ask your
[17] questions already.

[18] **Q:** Turning your attention to 370 —

[19] **MR. McKEE:** What document are you
[20] referring to?

[21] **MR. MANDEL:** Plaintiff's 52. Has
[22] Mr. Israel shown you a copy it?

[23] **MR. McKEE:** No, I didn't ask for it
[24] yet.

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G. Braverman

[1] **Q:** Do you know whether page 370 is an
[2] invoice for materials that Temper Mobili provided
[3] to Medallion in connection with the renovation
[4] and decoration of the apartment?

[5] **A:** It's dated 2012, and maybe you
[6] should go back and, again, let's look at the time
[7] frame that my involvement — involvement in the
[8] project was active, so to speak.

[9] Once the apartment was purchased,
[10] which I believe was beginning of 2008, I was
[11] heavily involved, I helped to find architects
[12] that were working on the same apartment in the
[13] building. I arranged a meeting with him, I met
[14] with them, then through mutual friend I found an
[15] architect for the project. I provided an
[16] architect for the project. I was overseeing what
[17] he was doing.

[18] I was actively involved during this
[19] time, 2008, until the — the approval from the
[20] building was obtained, from whatever than was
[21] presented to the building. I was heavily
[22] involved once the Triarch was hired from the very
[23] beginning, including the very first meeting
[24] in — in the Hamptons. And I was very heavily

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G. Braverman

[1] involved in getting rid of Triarch around
[2] February of 2009. And then I practically left, I
[3] was gone. I have no clue what was going on with
[4] the project effective April of 2009. So I can't
[5] be helpful in — in any other time frames except
[6] for the one I just specified.

[7] **Q:** You have been very clear about that.
[8] And I appreciate, I very much appreciate your
[9] clarity. And I'm going to apologize to you
[10] again. There are going to be a lot of questions
[11] today that I'm going to ask you that you do not
[12] know the answer to, and they may seem like silly
[13] questions, given the explanation that you've
[14] given, but ultimately, there is going to be a
[15] trial in this case, and in order to prepare for
[16] that trial, the plaintiffs have the right to ask
[17] Medallion certain questions.

[18] Unfortunately for you, and perhaps
[19] unfortunately for my clients, you're the one
[20] Medallion has appointed to represent it in this
[21] case. So if you don't know the answer to the
[22] question, that is perfectly fine. You should not
[23] feel the need to apologize for that?

[24] I apologize to you for having to ask

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[1] **G. Braverman**
[2] questions that I feel you're very likely not
[3] going to know the answer to, but unfortunately I
[4] have to ask the questions just the same.
[5] **A:** Let's move on.
[6] **Q:** Okay. Let's move on.
[7] So do you know whether the items on
[8] page 370 were purchased for renovation and/or
[9] decoration of the apartment?
[10] **A:** I don't.
[11] **Q:** If I ask that same question for the
[12] other pages in Exhibit 52, would your answer be
[13] the same for the other items that were purchased?
[14] **A:** The answer would be the same, yes.
[15] **Q:** I'm handing what you has been marked
[16] as Plaintiff's Exhibit 55. Do you recognize this
[17] document?
[18] **A:** No.
[19] **Q:** Do you have any idea whether the
[20] amounts —
[21] **MR. MANDEL:** Withdrawn.
[22] **Q:** On the right column on each page of
[23] this document is what appears to be an amount of
[24] money. Do you have any idea whether those
[25] amounts are in dollars or euros or some other

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[1] **G. Braverman**
[2] currency?
[3] **A:** No, I don't.
[4] **Q:** On page 164, there appears to be a
[5] total, a net total of approximately 1,029,000.
[6] Do you have any idea if that is the amount of
[7] money that Medallion spent renovating and
[8] decorating the apartment?
[9] **A:** I don't know.
[10] **Q:** Do you know if Medallion spent more
[11] money or less than that amount of money
[12] renovating and decorating the apartment?
[13] **MR. ISRAEL:** Don't guess. If you
[14] know, you know; if you don't, you don't.
[15] **A:** I don't. What I do know is that in
[16] beginning the budget was about \$1 million, U.S.
[17] **Q:** Don't hesitate to ask for
[18] clarification. The difference between 1 million
[19] and 10 million is pretty big.
[20] (The record is read.)
[21] **Q:** Who determined that the budget would
[22] be approximately a million dollars?
[23] **A:** Victor.
[24] **Q:** And at what time did he make that
[25] determination?

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[1] **G. Braverman**
[2] **A:** I do remember that when apartment
[3] was purchased and the three of us were having
[4] conversation about that, Victor said that I would
[5] spend more than a million dollars. Oh.
[6] Vladimir, Vladimir would ask him — because
[7] Vladimir is the person who went through probably
[8] at least a dozen of commercial and residential
[9] projects, and he is considered to be as a guy who
[10] has a good taste, and he likes that. He — he
[11] loves it. He's very much informed.
[12] So Victor asked him, in your
[13] opinion, what would it take to — to get this
[14] place to a decent stage. And the number that was
[15] discussed was about a million dollars.
[16] **Q:** And was it discussed in terms of
[17] being an approximate estimate, or was it
[18] discussed in being a hard-line number that they
[19] did not want to —
[20] **A:** It was a very hard line. In fact,
[21] when I initially discussed with Steve from
[22] Triarch the budget, because we were negotiating
[23] the contract, obviously since it was
[24] percentage-based on the entire cost of the
[25] project, I did tell him that — that the ultimate

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[1] **G. Braverman**
[2] owner mentioned that he wouldn't go beyond a
[3] million dollars; therefore, when we negotiated
[4] the percentage, initial percentage was, I
[5] believe, about 20, and I negotiated down to 17.
[6] So our mutual understanding was that
[7] his services should be compensated at — at
[8] approximately a hundred sixty, 170,000.
[9] **Q:** Did you ever discuss the possibility
[10] that the project might go over a million dollars
[11] with Mr. Voronchenko?
[12] **A:** No, I did not.
[13] **Q:** Did you ever discuss the possibility
[14] that the project might go over a million dollars
[15] with Mr. Vekselberg?
[16] **A:** Did not.
[17] **Q:** Would Mr. Voronchenko have been
[18] upset if the project cost more than a million
[19] dollars?
[20] **A:** He would — simply would not approve
[21] it, to the best — I mean, knowing him, he would
[22] not approve it. This guy is very — is strict.
[23] **Q:** Would Mr. Vekselberg have approved
[24] the project if it —
[25] **MR. MANDEL:** Withdrawn.

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G. Braverman

- [1]
[2] **Q:** Would Mr. Vekselberg have been upset
[3] if the project turned out to cost more than a
[4] million dollars?
[5] **A:** Very upset.
[6] **Q:** Other than that —
[7] **MR. MANDEL:** Withdrawn.
[8] **Q:** Am I correct that you testified that
[9] you negotiated the price of Triarch's services
[10] with Steven?
[11] **A:** Yes.
[12] **Q:** And do you remember Steven's last
[13] name?
[14] **A:** Corelli.
[15] **Q:** And were you meeting in person when
[16] you negotiated the price, or did you do that over
[17] the phone?
[18] **A:** Both. But we were meeting in person
[19] quite a few times.
[20] **Q:** And where did you meet in person?
[21] **A:** Initially we met through his
[22] ex-father-in-law, who was Vladimir's neighbor in
[23] the Hamptons. And we spent a couple of hours
[24] together, at his ex-father-in-law house going
[25] over the project and discussing. And the rest of

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G. Braverman

- [1] the negotiations took over — was over the phone.
[2] **Q:** Originally Triarch
[3] said — Mr. Corelli said his fee would be 20
[4] percent of the cost of the renovation?
[5] **MR. ISRAEL:** Objection.
[6] **A:** He said the usual, the usual cost is
[7] between 17 and 20, I believe.
[8] **Q:** And how did you respond to that
[9] statement?
[10] **A:** Well, it's normal business
[11] negotiations. We both knew that the number, the
[12] budget number, so to speak, is about a million
[13] dollars. So actually we were negotiating between
[14] 200 — a hundred seventy and 200,000.
[15] **Q:** And did you ask Mr. Corelli to
[16] accept a 17 percent fee?
[17] **A:** Yes.
[18] **Q:** And did you provide a reason or an
[19] argument as to why it should be 17 percent?
[20] **A:** Well, because we — I did turn down
[21] the previous estimates from different architects
[22] and — and builders, so to speak, which exceeded,
[23] in my mind, the budget limitations.
[24] **Q:** And did you explain that to

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G. Braverman

- [1] Mr. Corelli?
[2] **A:** Yes, I did, yes.
[3] **Q:** How much were the other
[4] professionals that you had turned down proposing
[5] to charge?
[6] **A:** We received about three or four
[7] proposals from different vendors, and they were
[8] ranging between 500 and 600,000.
[9] **Q:** And is that for their fee, or is
[10] that for the overall budget of the apartment?
[11] **A:** Overall budget; however, you should
[12] take under consideration that certain component
[13] of the project was to be manufactured in Italy,
[14] and I knew up front that the cost of it is
[15] approximately 300,000. So I was trying to fit
[16] into a million dollars, and that is why I didn't
[17] accept the any of the offers from — from the
[18] companies that offered — from 5 to 600,000.
[19] **Q:** And who in Italy was going to do a
[20] lot of the work?
[21] **MR. ISRAEL:** Objection.
[22] You can answer.
[23] **A:** I'm not sure. It's Filip's context,
[24] he is — there was some Italian factory that's

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G. Braverman

- [1] working with a lot from his projects in Russia
[2] and — and he also has some projects, to the best
[3] of my knowledge, in former Yugoslavia, in one of
[4] those three countries, he has some business
[5] there.
[6] **Q:** Do you know if the Italian company
[7] was called Temporal Mobili?
[8] **A:** I don't know.
[9] **Q:** Did anyone ask Mr. Corelli to give
[10] Medallion a family price or a 17 percent price
[11] because there was a family connection between
[12] Mr. Voronchenko and Mr. Corelli?
[13] **A:** I'm not aware of any family
[14] connection. Oh, you mean through — through his
[15] ex-father-in-law?
[16] **Q:** Yes.
[17] **A:** I don't think there is such thing as
[18] a family discount, family-based discount, it's
[19] just a matter of negotiation.
[20] **Q:** So bottom line, you were able to
[21] negotiate a 17 percent —
[22] **A:** Right.
[23] **Q:** — rate?
[24] Were there any other terms that you

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[1] **G. Braverman**
[2] were involved in negotiating with Mr. Corelli?
[3] **MR. ISRAEL:** Objection.
[4] You can answer.
[5] **A:** All of this entire agreement between
[6] Medallion and Corelli was negotiated by both of
[7] us. He was sending the proposed contract, I
[8] would make some comments or notes over the phone,
[9] he would send the corrected letter, and few days
[10] back and forth, then it was signed.
[11] **Q:** What terms were edited along the
[12] process of negotiating the contract?
[13] **A:** I would not remember the — I
[14] remember about two or three contracts per week.
[15] We're talking about something that was negotiated
[16] five years ago.
[17] **Q:** I understand perfectly, as someone
[18] who sees a lot of contracts myself.
[19] **A:** I'm sure.
[20] **Q:** What — you know, obviously you
[21] remember negotiating the fee portion of the
[22] contract. Sitting here today do you have any
[23] recollection of negotiating about any other
[24] specific terms?
[25] **A:** What I do remember that it was

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[1] **G. Braverman**
[2] crucial for the project — I mean, we — I knew
[3] from a fellow who was our contact with Italian
[4] factories that they would need certain amount of
[5] weeks to manufacture whatever they were
[6] manufacturing, the panels, and two or three weeks
[7] to ship. So in other words, what I do remember
[8] is that I had in mind, is that I need three
[9] months for the Italian — Italians to deliver
[10] whatever they — whatever they were
[11] manufacturing.
[12] So when — when I started discussing
[13] with Corelli this project, my biggest concern was
[14] not even the final percentage, which I was
[15] willing to — to be flexible on, but my number
[16] one priority, obviously, was to — to get the
[17] initial feed from him so we can send it to Italy,
[18] which involves the approved sketches and the
[19] drawings.
[20] So we can get the Italians started
[21] whatever they're supposed to do it because they
[22] need 90 days. And while they are in production,
[23] then Corelli can work on the rest of the project,
[24] which does not involve the Italians and being
[25] done domestically.

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[1] **G. Braverman**
[2] And I always thought that he
[3] understood the concept, because since we had only
[4] like four or five months left to fit in the time
[5] frame that was our objective, knowing that the
[6] Italians need three months, so he — he always
[7] on — I believe he understood that is what the
[8] time frame pressure we under. And this is was he
[9] agreed upon. And we all knew it's tight. We all
[10] knew it's tight. But he always assured me that
[11] it's doable, yes, we can do it.
[12] **Q:** So what, exactly, did Mr. Corelli
[13] tell you was doable, in terms of the timeline?
[14] **A:** That he can produce whatever
[15] sketches necessary and the drawings for — for
[16] the Italians, so we can submit them, if I'm not
[17] mistaken, the deadline was October 1st. So we do
[18] have October, November and December, and — to
[19] receive everything from Italy by beginning of
[20] January, and then start installation.
[21] **Q:** How long was installation going to
[22] take?
[23] **A:** Two weeks.
[24] **MR. McKEE:** Sorry, was that two
[25] weeks?

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[1] **G. Braverman**
[2] **THE WITNESS:** Two weeks.
[3] **MR. McKEE:** Thank you.
[4] **A:** By the way, there was also
[5] understanding that the people from Italy would
[6] install their own stuff. They would come from
[7] Italy, by the time the freight is in New York,
[8] and they would install it.
[9] **Q:** And what is the basis for your
[10] belief that it would take two weeks to install
[11] all of the product that the Italians had
[12] manufactured?
[13] **A:** All of this was based on Filip's
[14] experience, and he's in the business for 20
[15] years.
[16] **Q:** So under this — under your —
[17] **MR. MANDEL:** Withdrawn.
[18] **Q:** Under your timeline —
[19] **MR. MANDEL:** Withdrawn.
[20] **Q:** Under Medallion's timeline, step one
[21] would be to get the Italians everything they
[22] needed to begin manufacturing by October 1st,
[23] correct?
[24] **A:** Correct.
[25] **Q:** And then the Italians would complete

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G. Braverman

- [1] manufacturing and delivery by early January?
[2] **A:** And December, considering it was
[3] Christmastime and the holidays, the beginning of
[4] January was the worst-case scenario.
[5] **Q:** And it was Medallion's understanding
[6] that the installation of the goods manufactured
[7] by the Italians would take two weeks, correct?
[8] **A:** Correct.
[9] **Q:** Would any additional work be
[10] required, or would the project, the renovations
[11] be complete when the Italians were done
[12] installing the pieces that they had manufactured?
[13] **A:** Well, the idea was that when the
[14] Italians come to install, remember, they were
[15] supposed to manufacture only the panels,
[16] wall — wall panels. So by the time they would
[17] come to install, the ceiling would be done, the
[18] floor would be done, because we have three-month
[19] frame.
[20] Once they are in business
[21] preparation of these panels now we have time to
[22] do the rest of the job, such as floors, ceiling,
[23] and I don't know, bathrooms — bathrooms. By the
[24] time they deliver all of that, we all done, all

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- [1] they have to do is install the wall panels.
[2] **Q:** So based on Medallion's timeline,
[3] Medallion believed although the timeline was
[4] tight, it could be done with the project sometime
[5] in January?
[6] **A:** Yes, the latest.
[7] **Q:** And did Mr. Corelli tell you that
[8] the renovation and decoration of the apartment
[9] could be completed in January?
[10] **A:** Yes, otherwise he would never be
[11] hired.
[12] **Q:** When did he tell you that?
[13] **A:** Back in September, when we discussed
[14] it. I believe it was over Labor Day weekend.
[15] **Q:** And what information needed to be
[16] provided to the Italians before the Italians
[17] could begin manufacturing all of — whatever they
[18] were going to be manufacturing?
[19] **A:** Approved — the approved renderings
[20] you can and — and then the drawings.
[21] **Q:** What kind of drawings?
[22] **A:** Well, based on approved renderings,
[23] they're supposed to draw the panels, the wall
[24] panels, the — you know, technical drawings that

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G. Braverman

- [1] manufacturer can — can do their job based on
[2] drawings.
[3] **Q:** Did all of the construction drawings
[4] for the entire apartment need to be completed
[5] before the Italians could begin manufacturing?
[6] **MR. McKEE:** Do you want to define
[7] what you mean by "construction drawings"?
[8] **MR. MANDEL:** I'll leave the question
[9] as is.
[10] **A:** Define — define "construction
[11] drawings."
[12] **Q:** Drawings that provide all of the
[13] dimensions of all of the different aspects of the
[14] apartment.
[15] **A:** Your client had nothing to do with
[16] the construction — construction drawings. By
[17] the time your client was hired, the construction
[18] drawings were already approved, not only by the
[19] building, but by the city as well.
[20] **Q:** Did Triarch prepare any construction
[21] drawings?
[22] **A:** No.
[23] **Q:** Did Triarch prepare any drawings?
[24] **A:** I never saw them.

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- [1] **Q:** Did any of the drawings need to be
[2] provided to the Italians before the Italians
[3] could begin manufacturing?
[4] **A:** I'm sorry, could you repeat your
[5] question?
[6] **Q:** Did any drawings need to be provided
[7] to the Italians before the Italians could begin
[8] manufacturing?
[9] **A:** Sure.
[10] **Q:** What drawings were those?
[11] **A:** That is my understanding, that the
[12] designer would create the rendering of how the
[13] walls should look like, whether it's wood or it's
[14] leather or it's marble. Then they would provide
[15] the samples of materials, and they would provide
[16] the drawing for someone who will be — actually
[17] be manufacturing this, the measurements and the
[18] thickness, and the — and the placement against
[19] the wall, that is what we call drawings, right?
[20] **Q:** So I'm just trying to understand,
[21] the Italians would be manufacturing the wall
[22] panels, right?
[23] **A:** Right.
[24] **Q:** And wouldn't you need to know what

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[1] **G. Braverman**
[2] the entire apartment is going to look like before
[3] you can begin manufacturing a wall panel?
[4] **A:** Precisely.
[5] **Q:** Okay. So it was your under — it
[6] was —
[7] **MR. MANDEL:** Withdrawn.
[8] **Q:** It's your testimony that Mr. Corelli
[9] told you that all of the drawings that Triarch
[10] needed to do for the apartment were going to be
[11] completed by October 1st?
[12] **A:** Correct. But prior to drawings, you
[13] need to approve the renderings or design, the
[14] look.
[15] **Q:** So it was your understanding that
[16] the renderings had to be completed and approved
[17] before you could begin the drawings?
[18] **A:** It's — it's not my understanding,
[19] it's common sense, right?
[20] **Q:** Well, I'm asking you. My client
[21] might have a different position on that issue.
[22] It is your understanding that we're trying to get
[23] here today. If that is your understanding, you
[24] know, say so. If you have a different
[25] understanding, then you should make that clear.

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[1] **G. Braverman**
[2] **A:** It is my understanding, and I'm
[3] pretty sure it's Corelli's understanding as well.
[4] We have quite a few conversations and exchanges
[5] about this subject.
[6] **Q:** Okay. And what were the sum and
[7] substance of those exchanges on the subject?
[8] **A:** I always express my concern that
[9] they're very slow in — in producing the
[10] renderings, not to mention that none of them were
[11] approved. As — as time was, you know — first
[12] we were getting into October, then November, then
[13] December.
[14] **Q:** Isn't it the case that you need very
[15] technical drawings with very precise measurements
[16] in order to generate the three-dimensional
[17] renderings?
[18] **MR. ISRAEL:** Objection.
[19] You can answer.
[20] **A:** No, you don't.
[21] **Q:** So you can generate a
[22] three-dimensional rendering without knowing the
[23] exact dimensions?
[24] **A:** Let's define "renderings."
[25] **Q:** Let's.

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[1] **G. Braverman**
[2] How have you been using that term
[3] here today?
[4] **A:** Renderings meaning the picture of
[5] what the wall would look like. The gray wall
[6] that we have here and the white wall, the
[7] opposite wall, we would see the picture, 2-D or
[8] 3-D picture of this room.
[9] Once the client — let's say I'm the
[10] client, and I look at it and I'm asking what is
[11] the material that you're going to use or what
[12] paint you're going to use, or is it wood, what
[13] type of material is that. So it is paint, fine,
[14] how about this one, fine, so once I approve it,
[15] we sign the document and then you will produce
[16] the drawings for whoever will be painting this
[17] wall, right? You would tell him that this is the
[18] number of paint or number of color and just paint
[19] it straight, to do the ceiling — from wall to
[20] the ceiling, and that's how the project is being
[21] done.
[22] **Q:** The design that is being worked on
[23] for the apartment while you were involved in the
[24] apartment was much more complicated than a plain
[25] gray wall, right?

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[1] **G. Braverman**
[2] **A:** Of course.
[3] **Q:** I just want to be crystal-clear that
[4] it is your testimony that it is possible — you
[5] know what —
[6] **MR. MANDEL:** Withdrawn.
[7] Do you have the book of renderings?
[8] Thank you.
[9] **Q:** I'm going to show you what has been
[10] marked as Defendant's Exhibit 4. I'm just going
[11] to ask if you've seen this document before.
[12] **A:** Yes.
[13] **MR. McKEE:** You're asking him
[14] specifically as to that book, as opposed to
[15] anything that might be in it individually?
[16] **MR. MANDEL:** Yes, I'm asking as the
[17] exhibit.
[18] **A:** Yes.
[19] **Q:** What is that document?
[20] **A:** Some of it.
[21] **Q:** Sorry, could you repeat that?
[22] **A:** I saw some of it.
[23] **Q:** Which pages have you seen before?
[24] **A:** I saw this page. There is no page
[25] numbers.

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[1] **G. Braverman**
[2] Q: There are no page numbers, but these
[3] are pictures of the foyer, I believe?
[4] A: Mm-hmm. I did not see this. I
[5] believe I did see this.
[6] Q: So you're looking at the living room
[7] and —
[8] A: East, east perspective.
[9] Q: You did not see the east
[10] perspective, but you did see the south?
[11] A: South.
[12] Q: Did you see the west perspective of
[13] the living room?
[14] A: I did see that.
[15] Q: Now, we're on to the library, did
[16] you see these renderings of the library?
[17] A: No, no.
[18] Q: Now we're on to the master bedroom.
[19] A: I certainly did not see this.
[20] This —
[21] Q: These are renderings of the for —
[22] I'm not sure if they're the same or different, to
[23] be frank with you. But I guess we covered them.
[24] A: You see my — my goal as project
[25] manager at this point was to make sure that the

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[1] **G. Braverman**
[2] renderings are ready for Vladimir to review and
[3] approve. I would not consider myself as an
[4] expert to design; to the contrary, he is the one
[5] that approved the designs, that is his role in
[6] the project, so to speak. That is what Victor
[7] asked him to do.
[8] Q: And do you recall when in the
[9] process —
[10] MR. MANDEL: Withdrawn.
[11] Q: With respect to those pages of
[12] Exhibit 4 that you did see, do you recall
[13] approximately when in the process you received
[14] them?
[15] A: Approximately in November.
[16] Q: And did Mr. Voronchenko see them at
[17] that time as well?
[18] A: Yes.
[19] Q: What did he think of them?
[20] MR. ISRAEL: Objection. Calls for
[21] speculation.
[22] If you know the answer, if he
[23] expressed the answer to you, if he
[24] expressed that information you can relay
[25] it, but don't guess.

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[1] **G. Braverman**
[2] A: No, I do remember that. None of
[3] them were approved. There were comments to — to
[4] every design that were presented to every
[5] renderings. Some of them were greater than the
[6] others. What I do remember is that there were
[7] certainly no bedrooms — no bedrooms, no
[8] bathrooms presented. I do remember the hallway
[9] and partial library and the living room.
[10] Q: Did Medallion want to redo all the
[11] bathrooms?
[12] A: Yes.
[13] Q: Did Medallion want to redo all of
[14] the bedrooms?
[15] A: Yes.
[16] Q: Did Medallion want to redo the
[17] kitchen?
[18] A: I don't think so.
[19] Q: And why not?
[20] A: I believe the kitchen was in
[21] decent — the kitchen was decent.
[22] Q: But the bathrooms why not decent?
[23] A: No.
[24] Q: To return to what led us to Exhibit
[25] 4, I'm showing you the first four renderings of

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[1] **G. Braverman**
[2] Exhibit 4 which are of the foyer.
[3] It is your testimony that it is
[4] possible to prepare these types of renderings
[5] without technical drawings that show the
[6] dimensions of the various shapes of the walls and
[7] ceilings, and various designs on the walls and
[8] ceilings and floor?
[9] A: I'm sorry, again, what is the
[10] question?
[11] Q: Sure. The question is: Is it
[12] possible to create the four renderings of the
[13] foyer that you're looking at here, Exhibit 4,
[14] without having technical drawings that show the
[15] dimensions of the various designs on the wall and
[16] the ceiling and the floor?
[17] MR. ISRAEL: Objection.
[18] You can answer.
[19] A: For visual approval, or for
[20] manufacture?
[21] Q: Not for manufacture. Just to create
[22] the renderings, the renderings you're looking at
[23] here.
[24] A: Okay.
[25] Q: Is it possible to create them

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[1] **G. Braverman**
[2] without technical drawings that showed dimensions
[3] of the designs?
[4] **A:** Sure.
[5] **Q:** Have you ever been involved in a
[6] project where this type of rendering was created
[7] without technical drawings?
[8] **MR. ISRAEL:** Objection.
[9] You can answer.
[10] **A:** Yes, some of my restaurants that
[11] were built, I would get the rendering from
[12] the — from designer, and I would approve the
[13] overall look.
[14] **Q:** And were the renderings as detailed
[15] as they were in Exhibit 4?
[16] **A:** Those are just picture, there is no
[17] detail to them. I mean, they are — they enough
[18] probably for client to approve the overall look
[19] providing that there are also samples of
[20] materials being used.
[21] So if I look at the picture and I
[22] see it looks like a wood, show me the wood,
[23] right, so you would show client the wood and you
[24] would say it's either too dark or too light.
[25] That is how the approval — approval process

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[1] **G. Braverman**
[2] works, right.
[3] **Q:** For your two restaurants you had
[4] renderings prepared prior to the actual
[5] renovation of the restaurants?
[6] **A:** Correct.
[7] **Q:** And who prepared those renderings?
[8] **A:** I don't know.
[9] **Q:** Was it an architect or designer?
[10] **A:** Yes, it was a designer firm.
[11] **Q:** And the designs were no less
[12] elaborate than the designs that were in Exhibit
[13] 4?
[14] **MR. ISRAEL:** Objection.
[15] You can answer.
[16] **A:** Define "elaborate."
[17] **Q:** Sure. You know the least elaborate
[18] wall — you know, obviously elaborate involves a
[19] continuum. And a purely white wall is the least
[20] elaborate wall you can think of.
[21] But a wall with many different types
[22] of coverings in very specific and intricate
[23] shapes would be much more elaborate on the scale
[24] of not elaborate to elaborate. Does that
[25] definition make sense to you?

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[1] **G. Braverman**
[2] **MR. ISRAEL:** Objection.
[3] You can answer.
[4] **A:** It does, providing that you will see
[5] the materials being used.
[6] **Q:** Sure. Sure.
[7] Am I correct that Defendant's
[8] Exhibit 4, did, in fact, show the materials that
[9] were being used?
[10] **MR. MANDEL:** Can we get that exhibit
[11] back.
[12] **A:** Yes. I understand what you're
[13] saying. You need to see the actual material, the
[14] picture that says that if you say it is a piece
[15] of wood I would like to see it live.
[16] **Q:** The actual piece of wood?
[17] **A:** Yes.
[18] **Q:** So this Exhibit 4, Defendant's
[19] Exhibit 4, has pictures of the materials but not
[20] the actual materials themselves?
[21] **A:** Yes, but I'm sure that the materials
[22] were presented.
[23] **Q:** Triarch did present you with
[24] materials?
[25] **A:** I'm not saying that they were

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[1] **G. Braverman**
[2] presented at the meeting, but I do believe that
[3] when — when the designer present it, they
[4] actually present actual material, otherwise you
[5] cannot approve the rendering.
[6] **Q:** Do you recall whether at any point
[7] over your work with Triarch did Triarch provide
[8] Medallion with samples of the materials it
[9] proposed using in the apartment?
[10] **A:** Yes, sometimes in December.
[11] **Q:** Were those samples loose on a board?
[12] How do you recall those samples?
[13] **A:** I believe they were on board.
[14] **Q:** And what did Medallion do with those
[15] boards?
[16] **A:** I'm not sure. The meetings were at
[17] their offices, so I —
[18] **Q:** Did Triarch keep those boards or
[19] were those boards handed over to Medallion?
[20] **A:** I don't remember.
[21] **Q:** You've testified that Medallion was
[22] unhappy with the pace at which Triarch's work was
[23] progressing. Other than the pace of the work,
[24] did Medallion have any other problems with
[25] Triarch's services?

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G. Braverman

[1] **A:** Besides from the fact that these
[2] renderings were based on someone else's design?
[3] **Q:** Was that a problem Medallion had
[4] with Triarch?
[5] **A:** Well, when we initially met Corelli,
[6] Vladimir — Vladimir gave him some of the
[7] renderings that he received from Filip in Moscow.
[8] So most of this renderings that you're looking at
[9] were based on what Filip created. It is not
[10] exactly what Corelli was hired for.
[11] **Q:** What was Corelli hired for?
[12] **A:** To come up with something more
[13] creative. We could have used Filip's renderings
[14] without hiring Corelli and paid additional.
[15] **Q:** So another problem that Medallion
[16] had with Triarch's services, is that the designs
[17] that Triarch were creating weren't sufficiently
[18] creative?
[19] **A:** Precisely.
[20] **MR. ISRAEL:** Objection.
[21] You can answer.
[22] **A:** Precisely. In other words,
[23] Vladimir's point was when we initially met, he
[24] showed to Corelli what was done just to give him

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G. Braverman

[1] an idea what — what we're looking at or just one
[2] of the ideas. He wasn't hired to expand existing
[3] design proposed by someone else. He was hired as
[4] an independent designer who was highly
[5] recommended to — to be creative, to come up with
[6] his own ideas. And that was basically Vladimir's
[7] problem all the time, because some of this
[8] renderings, even before the meetings, was sent to
[9] me, and I would send them to Vladimir who was in
[10] Moscow. And when we talk over the phone, he
[11] says, well, I already saw all of this from Filip,
[12] can you ask him to be a little bit more creative.
[13] And that was — I do remember that was always his
[14] point. He says he would say that we already have
[15] this idea, any other ideas that his own, those
[16] were some of his concepts. This was aside from
[17] time frame problems.
[18] **Q:** Did Triarch ever have their own
[19] ideas or were all of Triarch's renderings
[20] essentially copies of Filip's work?
[21] **A:** Oh, the fact that the renderings
[22] were not approved in early December, is the — is
[23] — the reason behind it is that they really can't
[24] come up with any unique ideas.

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G. Braverman

[1] **Q:** They didn't have any unique ideas at
[2] all?
[3] **MR. MANDEL:** Withdrawn.
[4] **Q:** Triarch didn't have any different
[5] ideas at all, correct?
[6] **A:** Correct.
[7] **Q:** Did Mr. Voronchenko ever say that he
[8] was pleased with any aspect of Triarch's work?
[9] **A:** What I do remember is that he was —
[10] always asked them to improve some of the elements
[11] of design.
[12] **Q:** So you don't remember him saying,
[13] oh, I really like the ceiling in the library or I
[14] really like, you know, X or Y or Z?
[15] **A:** No, I don't.
[16] **Q:** Did Mr. Voronchenko ever approve
[17] designs for any of the rooms?
[18] **A:** No, he did not.
[19] **Q:** Would Mr. Voronchenko ever change
[20] his mind about things?
[21] **MR. McKEE:** Objection to form.
[22] **MR. ISRAEL:** Objection.
[23] **A:** Sometimes.
[24] **Q:** When? Which times did he change his

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G. Braverman

[1] mind about a design?
[2] **MR. ISRAEL:** Objection.
[3] **A:** No, this is just a general comment
[4] knowing him for many years, but we all change, we
[5] all learn every day and, you know, we growing, we
[6] changing. Something that you did like yesterday
[7] you might not like tomorrow.
[8] **Q:** Sure. And my last couple of
[9] questions have been poorly worded, so let me ask
[10] a more precise question.
[11] Did Mr. Voronchenko ever change his
[12] mind about whether he liked any of the designs
[13] that Triarch provided to Medallion?
[14] **A:** I do not recall any.
[15] **Q:** Is Mr. Voronchenko someone who
[16] changes his mind more than the typical person?
[17] **MR. ISRAEL:** Objection.
[18] **A:** No, I would say as a — as a typical
[19] person, I mean.
[20] **Q:** Did Mr. Voronchenko do anything on
[21] this project to slow it down —
[22] **MR. MANDEL:** Withdrawn.
[23] **Q:** Did Mr. Voronchenko do anything on
[24] this project that had the effect of slowing down

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[1] **G. Braverman**
[2] the project?
[3] **A:** No, he did not.
[4] **Q:** Would he ever sometimes take weeks
[5] to review renderings or designs provided by
[6] Triarch?
[7] **MR. ISRAEL:** Objection.
[8] You can answer.
[9] **A:** Probably only because of frequent
[10] traveling. But, again, it's a matter of days.
[11] **Q:** So sometimes it would take
[12] Mr. Voronchenko days to comment on a Triarch —
[13] **A:** A couple of days.
[14] **Q:** — design?
[15] **A:** Instead of a couple of hours.
[16] **Q:** It never took weeks?
[17] **A:** No.
[18] **Q:** Did he do anything else that had the
[19] effect —
[20] **MR. MANDEL:** Withdrawn.
[21] **Q:** Did Mr. Voronchenko do anything else
[22] that had the effect of slowing down the project?
[23] **MR. ISRAEL:** Objection. He didn't
[24] say that it slowed down the project.
[25] Go ahead, you can answer.

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[1] **G. Braverman**
[2] **A:** No.
[3] **Q:** Is Mr. Voronchenko an easy client or
[4] a difficult client for an architect or designer
[5] to have?
[6] **MR. ISRAEL:** Objection.
[7] **A:** I would say he's a demanding client,
[8] because he knows what he wants. And he has a
[9] good taste.
[10] **Q:** But you wouldn't say he is a
[11] difficult client, correct?
[12] **MR. ISRAEL:** Objection.
[13] **A:** Define "difficult client."
[14] **Q:** From start to finish, how long did
[15] the renovation of the apartment take, if you
[16] know?
[17] **MR. ISRAEL:** Objection.
[18] **A:** You mean from the time it was
[19] purchased?
[20] **Q:** Yes.
[21] **A:** I'm not sure. I mean, you — I
[22] guess you can calculate the time frame.
[23] **Q:** Are you aware of when
[24] Mr. Voronchenko moved into the apartment?
[25] **MR. ISRAEL:** Objection.

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[1] **G. Braverman**
[2] **A:** No.
[3] **Q:** I will represent to you that
[4] Mr. Voronchenko said — testified that he moved
[5] into the apartment approximately in the late fall
[6] of 2011. Does that sound right to you?
[7] **MR. ISRAEL:** Objection.
[8] **A:** Yes, I think so.
[9] **Q:** So the apartment was
[10] purchased — turning your attention to Exhibit
[11] 59, 59 is the bargain and sale deed.
[12] Am I correct that the deed is dated
[13] February 15, 2008?
[14] **A:** Yes.
[15] **Q:** So it appears then that the
[16] renovation took approximately a little over three
[17] and a half years?
[18] **MR. ISRAEL:** Objection.
[19] **Q:** Is Triarch responsible for the fact
[20] that it took three and a half years —
[21] **MR. ISRAEL:** Objection.
[22] **Q:** — to renovate the apartment?
[23] **A:** You want to know my opinion?
[24] **Q:** Yes.
[25] **A:** The answer is yes, certainly.

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[1] **G. Braverman**
[2] **Q:** Okay. And for how many months did
[3] Triarch work on the project?
[4] **A:** I would say five, six months.
[5] **Q:** So how did — how long —
[6] **MR. MANDEL:** Withdrawn.
[7] **Q:** Am I correct that you testified
[8] earlier that it was Medallion's belief that it
[9] could complete the renovation in nine or ten
[10] months?
[11] **A:** Correct.
[12] **Q:** So if the renovation took three and
[13] a half years, and Triarch only worked on it for
[14] five or six months, how is it possible that
[15] Triarch is responsible for the entire three and a
[16] half years of that project?
[17] **MR. ISRAEL:** Objection. Assumes
[18] facts not in evidence.
[19] You can answer the question.
[20] **A:** Well, I'm not sure what happened
[21] after my departure. I mean, I don't know — I
[22] can only judge for — for this period of time.
[23] **Q:** So please stop me if I'm misstating
[24] your testimony. There are points that I may try
[25] and summarize or rephrase your testimony, if I am

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[1] **G. Braverman**
[2] getting it wrong please do not hesitate to stop
[3] me.
[4] It's your testimony that Triarch
[5] slowed down the process during the five- or
[6] six-month period during which Triarch was
[7] involved, but you don't know why the renovation
[8] occurred at the pace in which it did after you
[9] stopped being involved with the project?
[10] **MR. ISRAEL:** Objection. Misstates
[11] his testimony.
[12] **A:** That's right. I actually don't know
[13] what happened after.
[14] **MR. McKEE:** Are you going to break
[15] around 1:00 for a short lunch?
[16] **MR. MANDEL:** We can break whenever
[17] you would like.
[18] **MR. McKEE:** I'm just going to place
[19] a phone call, I want to tell this guy when
[20] I'm going to call him.
[21] **MR. MANDEL:** Let's go off the record
[22] for one second.
[23] (Discussion held off the record.)
[24] **Q:** I'm handing you what has been marked
[25] as Plaintiff's Exhibit Number 4.

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[1] **G. Braverman**
[2] **MR. ISRAEL:** Let me see it.
[3] **Q:** Do you recognize this document?
[4] **MR. ISRAEL:** Okay.
[5] **A:** Yes.
[6] **Q:** What is it?
[7] **A:** It's the agreement between Medallion
[8] and Garth Hayden.
[9] **Q:** And did you sign this agreement?
[10] **A:** Yes.
[11] **Q:** And was this agreement entered into
[12] on March 12, 2008?
[13] **A:** That is right.
[14] **Q:** Were you —
[15] **MR. MANDEL:** Withdrawn.
[16] **Q:** Was this agreement negotiated in any
[17] way?
[18] **MR. ISRAEL:** Objection.
[19] You can answer.
[20] **A:** It was.
[21] **Q:** And what terms were negotiated?
[22] **MR. ISRAEL:** Objection.
[23] You can answer.
[24] **A:** I cannot — I cannot tell exactly.
[25] **Q:** Do you recall which terms were

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[1] **G. Braverman**
[2] negotiated?
[3] **A:** What I'm saying, that I always
[4] negotiated, but I don't remember exactly which
[5] points when I negotiated this particular contract
[6] five years ago.
[7] **Q:** Okay. Turning your attention to
[8] page 164, paragraph 8, time, it states, "The
[9] architect shall perform his services as
[10] expeditiously as is consistent with professional
[11] skill and care and the orderly progress of the
[12] work."
[13] **A:** Yes.
[14] **Q:** Am I correct that at the time you
[15] entered into this agreement, Medallion wanted the
[16] renovation to be complete by December 31, 2008?
[17] **A:** That is correct.
[18] **Q:** And why didn't this agreement
[19] provide that the work would be complete on
[20] December 31, 2008?
[21] **A:** Well, because Garth's work was not
[22] entirely contingent on his performance, but
[23] on — but — but because we knew up front how
[24] difficult the building is and slow, in terms of
[25] approvals.

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[1] **G. Braverman**
[2] **Q:** So what, if anything —
[3] **MR. MANDEL:** Withdrawn.
[4] **Q:** Did you ask for a December 31, 2008
[5] deadline to be included in the contract?
[6] **A:** With Garth?
[7] **Q:** Yes.
[8] **A:** I couldn't.
[9] **Q:** Because the building issue?
[10] **A:** Because his work was contingent on
[11] building's approval.
[12] **Q:** Okay.
[13] **A:** And we knew that historically it is
[14] mission impossible.
[15] **Q:** Did you say "virtually impossible"?
[16] **A:** Mission impossible.
[17] **Q:** Mission impossible. Sorry. What
[18] was mission impossible?
[19] **A:** To get an approval from the
[20] building, from the board, I'm sorry.
[21] **Q:** So at this time, at the time you
[22] entered into the agreement with Mr. Hayden,
[23] Medallion believed that the project might not be
[24] done by December 31, 2008?
[25] **MR. McKEE:** Objection.

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G. Braverman

- [1] **MR. ISRAEL:** Objection.
- [2] **A:** I never said that.
- [3] **Q:** Okay.
- [4] **A:** I simply didn't know when — how
- [5] soon we'll be able to get an approval.
- [6] **Q:** Okay. But if the approval couldn't
- [7] have been obtained in a timely fashion, it
- [8] might — it wouldn't have been possible to
- [9] complete renovation by December 31st?
- [10] **MR. McKEE:** Objection.
- [11] **A:** Easy piece of cake. In other
- [12] words — I'm sorry, can you repeat your question?
- [13] **Q:** Sure. What is a piece of cake?
- [14] **A:** As long as we can get a building's
- [15] approval by certain time, say by July, August, I
- [16] knew that we should be able to finish by
- [17] year-end.
- [18] **Q:** Is that what Mr. Hayden told you?
- [19] **A:** Yes.
- [20] **Q:** How long did Mr. Hayden tell you the
- [21] whole project would take?
- [22] **A:** Mr. Hayden was hired to do only
- [23] architectural plans and obtain the approval.
- [24] Mr. Hayden is not the person who will tell you
- [25]

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G. Braverman

- [1] how long it would take for construction people
- [2] to — to do the job. It is not his — it is not
- [3] his job.
- [4] **Q:** Is he your filing architect?
- [5] **A:** Yes.
- [6] **Q:** Instead of me asking more and more
- [7] very specific questions, what, if anything, did
- [8] you discuss with Mr. Hayden about the timeline
- [9] for the project, you know, prior to the signing
- [10] of this agreement?
- [11] **A:** Okay. We have to go back a little.
- [12] When the apartment was purchased, I found out in
- [13] the building — I don't exactly remember through
- [14] which sources, that precisely the same apartment
- [15] with the same layout was done on such and such
- [16] floor of the building recently. So I found out
- [17] who the architects are for that other apartment,
- [18] and we met with them. I arranged a meeting.
- [19] Vladimir was in New York and we met with them.
- [20] So they showed us the plan that was
- [21] approved by the building. And as we were
- [22] discussing, they told us the story how it was
- [23] approved; that it took them close to a year to
- [24] get an approval and it was initially rejected and
- [25]

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G. Braverman

- [1] they had to take the board to the court. And
- [2] that is how they got an approval. I believe the
- [3] time frame was 10 or 11 month.
- [4] So the reason — even so, we were
- [5] not crazy about the plan that was approved, but
- [6] it was acceptable and it was reasonable. And it
- [7] had minimal changes. So since we want to
- [8] complete the apartment by the end of the year, we
- [9] accepted this plan as — as a base plan for what
- [10] we need to get an approval, thinking that since
- [11] this plan was already approved, they
- [12] cannot — they cannot delay of the approval
- [13] process because this plan was already approved
- [14] and it is exactly the same plan.
- [15] So once they — and when we look at
- [16] these people as door-to-door service, so to
- [17] speak, in other words they were doing everything,
- [18] the architectural work, the construction work and
- [19] they give us a proposal which was very high, I
- [20] wouldn't accept it. And this is when we decided
- [21] to go to find the architect to get approval for
- [22] the plans and then find the designers, and that
- [23] is exactly what we did.
- [24] Then I was introduced to Garth. And
- [25]

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G. Braverman

- [1] I explained to him that we're going to use the
- [2] plan, and got the permission from these people to
- [3] use the plan. So I gave it to Garth. And he did
- [4] very, very few minor changes.
- [5] We obtained an approval from the
- [6] building by — I believe by July, which was in
- [7] line with exactly our time frame to complete the
- [8] project by the end of the year.
- [9] **Q:** Did you tell Mr. Hayden that you
- [10] were going to be using another architect or
- [11] designer on the project?
- [12] **A:** No, I did not.
- [13] **Q:** Why not?
- [14] **A:** Well, our intention was to use his
- [15] architectural services, and this is what I told
- [16] him. And once we get the approval, then we are
- [17] going to look for designer and general
- [18] contractor.
- [19] **Q:** And he was okay — excuse me,
- [20] Mr. Hayden was comfortable with that plan, right?
- [21] **A:** Yes.
- [22] **Q:** And how did you — from whom —
- [23] **MR. MANDEL:** Withdrawn.
- [24] **Q:** Who owned the plans for the
- [25]

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[1] **G. Braverman**
[2] renovation of the other similar apartment in the
[3] building?
[4] **MR. McKEE:** Objection to form.
[5] **MR. ISRAEL:** Objection, calls for
[6] speculation.
[7] **A:** The firm that was doing the work.
[8] **Q:** And do you remember their name?
[9] **A:** I do not recall it.
[10] **Q:** But you asked them for permission to
[11] use the plans, correct?
[12] **A:** Yes.
[13] **Q:** And do you recall the name of the
[14] person you spoke to at that vendor?
[15] **A:** It was only one person who I believe
[16] was the owner of the company.
[17] **Q:** And did he give you permission in
[18] writing, or did he just say orally you can use
[19] it?
[20] **A:** I did ask him if we could use this
[21] plan as a base for our construction, he said yes.
[22] **Q:** And that was an oral conversation?
[23] **A:** It's a public record. I mean, I can
[24] get a copy downtown. I don't need his
[25] permission.

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[1] **G. Braverman**
[2] **Q:** Okay. You did orally ask him for
[3] permission?
[4] **A:** Yes.
[5] **Q:** And he gave it to you?
[6] **A:** Yes.
[7] **Q:** And did you pay him anything or give
[8] him any compensation for the right to use the
[9] plans?
[10] **A:** No.
[11] **MR. ISRAEL:** Objection.
[12] **Q:** So at the time Medallion signed the
[13] agreement with Mr. Hayden, which is Plaintiff's
[14] Exhibit 4, Mr. Medallion didn't know how long the
[15] project was going to take?
[16] **A:** Well, not for sure, not for sure.
[17] But we had pretty good estimate.
[18] **Q:** Returning your attention to Exhibit
[19] 4, still page 164, what is labeled paragraph 11
[20] ownership and use of documents. It states,
[21] "Drawings, schedules and specifications is
[22] instruments of service are and shall remain the
[23] sole and exclusive property of the architect
[24] whether the project for which they are prepared
[25] is executed or not."

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[1] **G. Braverman**
[2] **A:** Mm-hmm.
[3] **Q:** Was that term negotiated at all with
[4] Mr. Hayden?
[5] **A:** No. I believe it is standard.
[6] **Q:** So you understood that you could not
[7] use any of the drawings or designs or anything
[8] prepared by Mr. Hayden unless you were continuing
[9] to work with Mr. Hayden?
[10] **MR. ISRAEL:** Objection.
[11] **MR. McKEE:** Can I have the question
[12] read back, please.
[13] (The record is read.)
[14] **MR. ISRAEL:** Calls for a legal
[15] conclusion and objection to form.
[16] **A:** So, again, the question is?
[17] **MR. MANDEL:** Can I have the question
[18] one more time.
[19] (The record is read.)
[20] **A:** Work with Mr. Hayden. Well, it says
[21] is executed or not, right?
[22] **Q:** Yes.
[23] **A:** Yeah, well — if the agreement is
[24] signed, that is what it is, yes.
[25] **Q:** And was this agreement ever amended

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[1] **G. Braverman**
[2] in any way?
[3] **A:** No.
[4] **Q:** I'm handing you what has been marked
[5] as Plaintiff's Exhibit 7. Do you recognize this
[6] document?
[7] **MR. ISRAEL:** Okay.
[8] **A:** Am I aware of this document?
[9] **Q:** Do you recognize it?
[10] **A:** Yes.
[11] **Q:** What is it?
[12] **A:** I believe this is a letter that was
[13] signed by me, as it was suggested by Garth, in
[14] order to speed up the process.
[15] **Q:** So Mr. Hayden suggested you sign
[16] this letter?
[17] **A:** Yes.
[18] **Q:** Did he draft the letter?
[19] **A:** Yes.
[20] **Q:** And this address on the bottom of
[21] the letter, 488 Madison Avenue, tenth floor, do
[22] you know what address that is?
[23] **A:** I believe this is Mr. Robert Wise's
[24] address.
[25] **Q:** And does Medallion use that address?

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G. Braverman

[1] **A:** I guess so.
[2] **MR. ISRAEL:** Objection.
[3] Don't guess. If you know the answer
[4] you answer; otherwise, you don't speculate,
[5] okay?
[6] **THE WITNESS:** Okay.
[7] **Q:** Which family was going to relocate
[8] to New York City?
[9] **A:** I guess I was referring —
[10] **MR. ISRAEL:** Don't guess. If you
[11] know the answer, you know; otherwise, don't
[12] guess.
[13] **A:** I don't know. I don't remember.
[14] **Q:** Do you know if Abe Hardy was
[15] going —
[16] **MR. MANDEL:** Withdrawn.
[17] **Q:** Do you know if a family was going to
[18] relocate to New York City and you just can't
[19] remember which one, or you have no recollection
[20] of this family relocation issue at all?
[21] **A:** I don't.
[22] **Q:** Was anyone planning to relocate to
[23] New York City at the end of July?
[24] **MR. ISRAEL:** Objection.
[25]

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G. Braverman

[1] **A:** I don't know.
[2] **Q:** Do you have any recollection of
[3] anyone —
[4] **MR. MANDEL:** Withdrawn.
[5] **Q:** Do you have any recollection of
[6] Medallion planning to move anybody into the
[7] apartment by July 2008?
[8] **A:** No, I don't.
[9] **Q:** Was the information — was this
[10] letter provided to the department of buildings?
[11] **MR. ISRAEL:** Objection.
[12] **A:** Not by me.
[13] **Q:** And am I correct that you don't know
[14] whether someone else gave it to the department of
[15] buildings or not?
[16] **A:** Correct.
[17] **Q:** Was this something that you signed
[18] because someone told you you should sign this and
[19] you thought it would be helpful and it might not
[20] have actually been true?
[21] **MR. ISRAEL:** Objection.
[22] **A:** I don't remember seeing this letter
[23] but — but it's my signature.
[24] **Q:** But it's what?
[25]

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G. Braverman

[1] **A:** It's my signature.
[2] **MR. McKEE:** Can I take a look at
[3] that —
[4] **MR. MANDEL:** Of course.
[5] **MR. McKEE:** — exhibit?
[6] **Q:** I'm handing you what has been marked
[7] as Exhibit 48, Plaintiff's 48. Do you recognize
[8] this document?
[9] **A:** No.
[10] **Q:** Do you read Cyrillic?
[11] **A:** Yes.
[12] **Q:** Did Medallion and Libracon enter
[13] into a written agreement concerning this
[14] apartment?
[15] **MR. ISRAEL:** Don't guess. If you
[16] know the answer then you can answer it
[17] based upon your knowledge.
[18] **A:** I don't — the document is dated
[19] 2012.
[20] **MR. MANDEL:** Can I get the answer
[21] back.
[22] (The record is read.)
[23] **Q:** And turning your attention to the
[24] second page of the document, when is that page
[25]

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G. Braverman

[1] dated?
[2] **A:** Which page?
[3] **Q:** It's on 434, just a second here.
[4] Page 4 — excuse me, you have no 434?
[5] **A:** No.
[6] **MR. MANDEL:** That explains why
[7] you're confused. All right.
[8] We will circle back to this
[9] document. I don't know if it was — it may
[10] be that this document printed incorrectly,
[11] or it may be that the original Exhibit 48
[12] was missing a page, so we will get a good
[13] copy of this exhibit during the lunch break
[14] and see what the situation is.
[15] **MR. ISRAEL:** You're missing a page,
[16] you're missing 434, because it's clear from
[17] the Bates stamping that you're missing a
[18] page.
[19] **MR. MANDEL:** I agree.
[20] (Plaintiff's Exhibit 64, one-page
[21] e-mail chain, marked for identification.)
[22] **Q:** I've handed you what has been marked
[23] as Plaintiff's Exhibit 64. It is an e-mail
[24] chain, the top e-mail of which appears to be from
[25]

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G. Braverman

[1] you to Mr. Corelli dated September 3, 2008.
[2] Am I correct that this is an e-mail
[3] chain between you and Mr. Corelli?
[4] **A:** Yes.
[5] **Q:** And earlier I asked you a series of
[6] questions about which terms in the Triarch
[7] agreement you negotiated and possibly revised.
[8] It appears the second e-mail on this page refers
[9] to that. It states, "I'm attaching the revised
[10] agreement that reflects our conversations
[11] regarding the apartment."
[12] Does anything about this e-mail
[13] refresh your recollection as to exactly which
[14] what terms were negotiated?
[15] **MR. MANDEL:** Excuse me, I may have
[16] misspoken earlier. The e-mail that I
[17] referenced earlier is an e-mail from
[18] Mr. Corelli to Mr. Braverman, so I
[19] apologize if I got that wrong.
[20] **Q:** I don't see anything on here that
[21] refers to exactly which terms were not
[22] negotiated, but sometimes when you're reading a
[23] document it refreshes your recollection in some
[24] way so I'm just asking, does anything about this

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G. Braverman

[1] document refresh your recollection as to which
[2] terms were or were not negotiated?
[3] **A:** No, I don't.
[4] **Q:** Okay. In that same e-mail from
[5] Mr. Corelli to you, he states, towards the end of
[6] that first paragraph, also, "As soon as you have
[7] the last of your construction manual proposals,
[8] please forward them to me so I can familiarize
[9] myself with them in advance of our meeting."
[10] Do you recall which construction
[11] management proposals he's referring to there?
[12] **A:** I mentioned in the beginning of our
[13] session that there were — there were several
[14] proposals we were looking at from general
[15] contractors to do the job. And obviously I kept
[16] him informed since he was hired as a designer.
[17] **Q:** And do you recall —
[18] **MR. MANDEL:** Withdrawn.
[19] **Q:** When did Medallion reach an
[20] agreement with the general contractor?
[21] **A:** We did not reach the agreement with
[22] general contractor. And we couldn't make up our
[23] mind unless we got all the documents in and the
[24] drawings and the renderings.

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G. Braverman

[1] **Q:** And why was that?
[2] **A:** Because we didn't — did not have
[3] all the components in place. Once the contractor
[4] can give you quote for doing the floors or
[5] something for the labor, depending on the
[6] material, the material that you're going to
[7] decide on.
[8] So, in other words, we were waiting
[9] for Triarch to finish all the design work so we
[10] can get a more precise estimate before we would
[11] decide who we're going to go with.
[12] **Q:** So Triarch's work had to be a
[13] hundred percent complete before a general
[14] contractor could be hired?
[15] **A:** Yes.
[16] **Q:** And, you know, if you know, when did
[17] Medallion ultimately hire a general contractor?
[18] **A:** I'm not sure.
[19] **Q:** Were you involved with the
[20] project —
[21] **MR. MANDEL:** Withdrawn.
[22] **Q:** Prior to the termination of your
[23] involvement with the project, had Medallion hired
[24] a general contractor?
[25]

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G. Braverman

[1] **A:** No.
[2] **Q:** So I'm just trying to understand how
[3] sort of all the moving pieces fit together,
[4] because earlier we had a whole long discussion
[5] about how there are certain things Medallion
[6] would have to provide to you in order to get the
[7] Italians in order to begin manufacturing and then
[8] Triarch could continue working while that was
[9] going on. Earlier you testified extensively
[10] about sort of the order in which things were
[11] going to go. At which point in the process was
[12] Medallion going to hire a general contractor?
[13] **A:** Once we have —
[14] **MR. MANDEL:** I apologize.
[15] **A:** Once we have all the renderings from
[16] — approved renderings from Triarch. We had them
[17] lined up, we had four or five proposals in-house.
[18] And they were approximately about the same, in
[19] the same ballpark. So it was a matter of once we
[20] have all the tools in place, then we can get a
[21] final numbers.
[22] **Q:** And how long were the general
[23] contractors going to need to do all of the
[24] construction?
[25]

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[1] **G. Braverman**
[2] **A:** Four to six weeks.
[3] **Q:** Were the general contractors going
[4] to be able to begin work on the date that they
[5] were hired?
[6] **MR. ISRAEL:** Objection.
[7] **A:** Well, not until the final — final
[8] plans are approved, designs.
[9] **Q:** So you would need the final designs,
[10] and then you would hire one —
[11] **MR. MANDEL:** Withdrawn.
[12] **Q:** First you would receive the final
[13] designs from Triarch, and then, second, you would
[14] hire the general contractor, correct?
[15] **A:** Correct.
[16] **Q:** And then how long after the date of
[17] hiring would the general contractor need before
[18] he actually started work on the renovation?
[19] **A:** A few days.
[20] **Q:** Was that true with respect to all of
[21] the four or five general contractors you were
[22] talking to?
[23] **A:** Most of them.
[24] **Q:** So at that point in time, all of
[25] them were sort of sitting around with some extra

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[1] **G. Braverman**
[2] capacity to begin work almost immediately?
[3] **A:** Well, you know how they work, they
[4] can hire additional help for a new project. They
[5] work with the subcontractors anyhow. If
[6] they — if they can get this plumbing
[7] subcontracted today, they call in other people
[8] and they get subcontractors, so it's not a
[9] problem.
[10] **MR. MANDEL:** It's now 1 o'clock. I
[11] think this is a good time for a break for
[12] everyone.
[13] **THE WITNESS:** Sure.
[14] (Whereupon, at 1:04 p.m., a luncheon
[15] recess was taken.)
[16]
[17]
[18]
[19]
[20]
[21]
[22]
[23]
[24]
[25]

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[1] **G. Braverman**
[2] **AFTERNOON SESSION**
[3] 1:47 p.m.
[4] GARRY BRAVERMAN, resumed the stand
[5] and testified further as follows:
[6] **BY MR. MANDEL:**
[7] **Q:** Here you go, it's Defendant's
[8] Exhibit 2. I've handed you what has been marked
[9] as Defendant's Exhibit 2.
[10] **MR. MANDEL:** Just so the record is
[11] super clear, it begins on Bates number page
[12] MED 26 and goes through MED 29.
[13] **Q:** Do you recognize this document?
[14] **A:** Yes.
[15] **Q:** What is it?
[16] **A:** It's agreement between Medallion and
[17] Triarch.
[18] **Q:** Did you sign this agreement?
[19] **A:** Yes.
[20] **Q:** Did you sign it digitally?
[21] **A:** Yes.
[22] **Q:** And on what date did you sign it?
[23] **A:** September 5th.
[24] **Q:** 2008, correct?
[25] **A:** Yes.

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[1] **G. Braverman**
[2] **Q:** And do you recall whether you edited
[3] any drafts of this agreement before signing it?
[4] **MR. ISRAEL:** Him personally?
[5] **MR. MANDEL:** Yes.
[6] **A:** No, I do not.
[7] **Q:** Did anyone else at Medallion edit it
[8] before it was signed?
[9] **A:** No.
[10] **Q:** Am I correct that this agreement —
[11] **MR. MANDEL:** Withdrawn.
[12] **Q:** Am I correct that nothing in this
[13] written agreement required Triarch to complete
[14] its work on this project by a certain date?
[15] **MR. ISRAEL:** Objection. Calls for a
[16] legal conclusion. He has a question
[17] pending — why don't you tell him what the
[18] question is.
[19] **MR. MANDEL:** Can you repeat the
[20] question, please.
[21] (The record is read.)
[22] **MR. ISRAEL:** I have an objection,
[23] that it calls for a legal conclusion.
[24] You can answer anyway.
[25] **A:** I don't see any date.

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[1] **G. Braverman**

[2] **Q:** Do you recall whether you asked
[3] Triarch to put any dates in the contract?

[4] **A:** I do not recall, but that was a
[5] mutual understanding in our time frame.

[6] **Q:** Turning your attention to Article 3,
[7] use of documents, I'm going to read you the
[8] second sentence from that section, "The architect
[9] shall retain all common law statutory and other
[10] reserved rights including the copyright."

[11] Did you understand that Triarch
[12] maintained ownership of all the documents that it
[13] created?

[14] **MR. ISRAEL:** Objection. Calls for a
[15] legal conclusion.

[16] You can answer if you understand what
[17] he's asking.

[18] **A:** Yes.

[19] **Q:** "Upon completion of the project or
[20] termination of this agreement, the owner's right
[21] to use the instruments of service shall cease."
[22] Do you understand that that provision meant that
[23] Medallion ceased to have the right to use any of
[24] the documents or designs or drawings created by
[25] Triarch in the event the contract was terminated?

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[1] **G. Braverman**

[2] **MR. ISRAEL:** Objection.

[3] You can answer if you understand.

[4] **A:** Yes, I understand this.

[5] **Q:** And did Triarch comply with that
[6] provision of the agreement?

[7] **MR. ISRAEL:** Objection.

[8] **MR. MANDEL:** Withdrawn.

[9] **Q:** Did Medallion comply with that
[10] provision of the agreement?

[11] **MR. ISRAEL:** Objection.

[12] **A:** Yes, Medallion fully complied.

[13] **Q:** Did Medallion use any of Triarch's
[14] designs or drawings in any way after Medallion
[15] terminated this agreement?

[16] **MR. ISRAEL:** Objection.

[17] **A:** I wouldn't know.

[18] **Q:** You don't know then whether
[19] Medallion complied with this provision of the
[20] agreement then; is that correct?

[21] **MR. ISRAEL:** Objection, that is not
[22] what he said.

[23] **A:** I don't know.

[24] **Q:** Turning your attention to the
[25] "Termination, suspension or abandonment of

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G. Braverman

[1] paragraph."

[2] Actually, before we get there, let
[3] me just ask you this question: Am I correct that
[4] in late January or early February 2009, Medallion
[5] sent Triarch a letter saying it was terminating
[6] the contract?

[7] **MR. ISRAEL:** Objection.

[8] Don't speculate; if you know, you
[9] know.

[10] **A:** Yes, I do know. Yes.

[11] **Q:** Did Medallion have a right to
[12] terminate the contract?

[13] **MR. ISRAEL:** Objection. Calls for
[14] legal conclusion.

[15] **A:** Yes.

[16] **Q:** Okay. And what was — why? Why did
[17] Medallion have the right to terminate the
[18] contract?

[19] **MR. ISRAEL:** Objection.

[20] **A:** That required a few warnings that
[21] were sent to Corelli, they never — they never
[22] corrected their non-performance pattern.

[23] **Q:** And their non-performance was with
[24] respect to, one, being too slow and, two, not

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G. Braverman

[1] being creative or original enough?

[2] **A:** By simply not meeting the points
[3] mentioned here.

[4] **Q:** When you say "the points mentioned
[5] here"?

[6] **A:** Designs were never approved.

[7] **Q:** I see. Okay.

[8] **A:** Therefore — therefore, they were
[9] not entitled to — they never finished the 15
[10] percent phase of the project, therefore they're
[11] not entitled to any payments they received which
[12] they did while exceeding the 15 percent.

[13] **Q:** Let's turn our attention to the
[14] payments and compensation page. What is your
[15] understanding of the schematic design phase of
[16] the project?

[17] **A:** Schematic design, my understanding
[18] is the renderings.

[19] **Q:** And what is the design development
[20] phase?

[21] **A:** Design development is the creation
[22] of — of the — of the drawings for — for the
[23] manufacturers.

[24] **Q:** What is the construction development

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G. Braverman

- [1] phase?
- [2] **A:** Creation and drawings for the
- [3] construction or general contractor.
- [4] **Q:** So what is the difference between
- [5] the design development phase and the construction
- [6] development phase?
- [7] **A:** Design development phase is
- [8] something that was related to the overall design.
- [9] In other words, in this particular case, if they
- [10] created certain renderings, that would involve
- [11] overseas manufacturing, creation of — of the
- [12] drawings for this particular manufacturing
- [13] would — would trigger a phase II.
- [14] **Q:** Okay. And then what is the
- [15] construction development phase?
- [16] **A:** Something that is not being
- [17] manufactured overseas, but is done by a local
- [18] general contractor.
- [19] **Q:** And what about bidding and
- [20] negotiation?
- [21] **A:** Bidding and negotiation is the help
- [22] that they would provide in — in negotiation
- [23] process with the general contractor.
- [24] **Q:** What is the construction phase?
- [25]

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G. Braverman

- [1] **A:** It's the actual development; in
- [2] other words, overseeing what the general
- [3] contractor is doing, and how he is compliant with
- [4] what they actually designed.
- [5] **Q:** With respect to the schematic design
- [6] phase, the design development phase and the
- [7] construction development phase, just focusing on
- [8] those three phases, did you and anyone at Triarch
- [9] ever discuss what those three phases involved?
- [10] **MR. ISRAEL:** Objection.
- [11] **A:** I believe I discussed with Corelli.
- [12] **Q:** And do you recall when that
- [13] discussion took place?
- [14] **A:** Initially, when we were discussing
- [15] the project, before the project — before the
- [16] agreement was signed.
- [17] **Q:** And based on that discussion that
- [18] you had with Mr. Corelli, is it your
- [19] understanding that he had the same interpretation
- [20] of the first three phases that you have?
- [21] **MR. ISRAEL:** Objection.
- [22] **A:** We're on the same page.
- [23] **Q:** And know that because of that
- [24] initial conversation you had with Mr. Corelli,
- [25]

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- [1] correct?
- [2] **A:** Not on the initial conversation,
- [3] there were changes and almost daily telephone
- [4] conversations.
- [5] **Q:** So based on these percentages, 15
- [6] percent, 25 percent and 40 percent, just the
- [7] first three phases, am I right that the
- [8] construction development phase requires far more
- [9] work than does the schematic design phase or the
- [10] design development phase?
- [11] **MR. McKEE:** Objection.
- [12] **THE WITNESS:** Should I answer?
- [13] **MR. ISRAEL:** Yes, you can answer.
- [14] **A:** The Phase I would require more work
- [15] or less work.
- [16] **Q:** I'm just trying — you have an
- [17] understanding of the first three phases that I
- [18] think you made very clear; I think my client
- [19] probably has a very different understanding.
- [20] That is neither really here nor there at this
- [21] point, but I'm just trying to understand based on
- [22] your understanding of what work is involved in
- [23] each of the three phases, why is it your
- [24] understanding that more — Triarch would have to
- [25]

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G. Braverman

- [1] do more work in the construction development
- [2] phase than it would in, say, the schematic design
- [3] phase?
- [4] **A:** Yes, they would.
- [5] **Q:** Okay. Okay. Because preparing the
- [6] drawings for the general contractor takes more
- [7] time and effort than does the preparing of the
- [8] design and renderings?
- [9] **A:** Probably.
- [10] **Q:** Am I correct then that it is also
- [11] your understanding that the construction
- [12] development phase would take more time and effort
- [13] than the design development phase?
- [14] **MR. ISRAEL:** Objection.
- [15] **MR. McKEE:** I'm also going to
- [16] object.
- [17] **A:** I wouldn't know that.
- [18] **Q:** Okay. And am I correct that under
- [19] payments and compensation to the architect that
- [20] it states 17 percent of the construction costs,
- [21] that Triarch's fee was to include 17 percent of
- [22] the construction cost?
- [23] **MR. ISRAEL:** Objection, you're
- [24] asking if the page says that?
- [25]

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[1] **G. Braverman**

[2] **MR. MANDEL:** I'm asking if that is
[3] his understanding of the contract.

[4] **THE WITNESS:** Answer?

[5] **MR. ISRAEL:** Yes, if you understand
[6] it, go ahead.

[7] **A:** Yes. He — he was entitled to 17
[8] percent of the entire project cost.

[9] **Q:** And am I correct that now returning
[10] your attention again to the five different phases
[11] of the project from schematic design phase going
[12] all the way through the construction phase, each
[13] one of those phases has a percentage next to it.
[14] Am I correct that those percentages refer to the
[15] percentage portion of the 17 percent fee that
[16] Triarch was entitled to?

[17] **MR. ISRAEL:** Objection.

[18] **THE WITNESS:** Should I answer?

[19] **MR. ISRAEL:** Yes, you can answer.

[20] **A:** Yes. There is a percentage point of
[21] 17 percent, yes.

[22] **Q:** And you understood that —

[23] **MR. MANDEL:** withdrawn.

[24] **Q:** Am I correct that the contract
[25] provides for Triarch to receive additional

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[1] **G. Braverman**

[2] compensation if it performs services above and
[3] beyond what is required by the contract?

[4] **A:** Are you referring to reimbursements?

[5] **Q:** Let me just draw your attention
[6] to — do you see where it says, Article 7, "other
[7] provisions"?

[8] **A:** Yes.

[9] **Q:** And then the paragraph above that,
[10] it says, "At the request of the owner, the
[11] architect shall provide services not included in
[12] Article 1 for additional compensation." So take
[13] as much time as you need to read that paragraph
[14] and Article 7, I'll just read one fragment of
[15] Article 7. Article 7 is entitled "Other
[16] Provisions," and it states, "Additional services
[17] will be billed at an hourly rate as follows," and
[18] then it provides an hourly rate for four
[19] different types of professionals.

[20] So was it your understanding that
[21] Triarch would receive additional compensation
[22] above and beyond the 17 percent in the event that
[23] it provided services above and beyond what was
[24] required by this contract?

[25] **MR. ISRAEL:** Don't guess, if you

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G. Braverman

[1] know what that means, you can say.

[2] **A:** Absolutely not.

[3] **Q:** Were there any circumstances in
[4] which Triarch was entitled to additional
[5] compensation?

[6] **A:** No.

[7] **Q:** So what does this sentence "At the
[8] request of the owner the architect shall provide
[9] services not included in Article 1 for additional
[10] compensation." What does that sentence mean?

[11] **A:** They're referring to additional
[12] services beyond to what we agreed on, in the
[13] event we want them.

[14] **Q:** So in the event — so —

[15] **MR. MANDEL:** Withdrawn.

[16] **Q:** Am I correct in understanding your
[17] testimony to be that this provision means that in
[18] the event that Triarch performed additional
[19] services at the request of Medallion, then it
[20] would receive additional compensation?

[21] **A:** Such as furniture layouts.

[22] **Q:** Did Triarch provide any services in
[23] connection with furniture layouts?

[24] **A:** No.

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G. Braverman

[1] **Q:** Did Triarch provide any services in
[2] connection with decorative lighting fixtures?

[3] **A:** No.

[4] **Q:** How about window treatments?

[5] **A:** No.

[6] **Q:** And was it your understanding —

[7] **MR. MANDEL:** Withdrawn.

[8] **Q:** Was it Medallion's understanding
[9] that the preparation of renderings was required
[10] by the contract and not included in this category
[11] of additional services?

[12] **MR. ISRAEL:** Objection.

[13] You can answer if you understand.

[14] **A:** It's definitely not additional
[15] services.

[16] **Q:** Renderings were required by the
[17] contract?

[18] **A:** Yes, yes.

[19] **Q:** And how do you know renderings were
[20] required by the contract?

[21] **MR. ISRAEL:** Objection.

[22] You can answer.

[23] **A:** How can you possibly approve the
[24] design without seeing the renderings? He was

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G. Braverman

[1] hired as a designer. He's not an architect. We
[2] didn't need architect at this point. We had an
[3] architect. He was supposed to give us a design;
[4] in other words, how my wall would look like.

[5] **Q:** And is it impossible to do that job
[6] without providing renderings?

[7] **A:** Impossible.

[8] **Q:** Before you sign the contract with
[9] Triarch, was there any discussion of renderings?

[10] **A:** Absolutely.

[11] **Q:** And what was that discussion?

[12] **A:** That this is where they should begin
[13] by presenting the renderings.

[14] **Q:** And did —

[15] **MR. MANDEL:** Withdrawn.

[16] **Q:** What, if anything, did Mr. Corelli
[17] or anyone else at Triarch say about any
[18] additional fees that there would be for
[19] renderings?

[20] **A:** No.

[21] **Q:** They said nothing at all in that
[22] regard?

[23] **A:** No.

[24] **Q:** Returning your attention to the
[25]

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G. Braverman

[1] previous page, Article 4, "Termination Suspension
[2] or Abandonment," I'll read you the last sentence
[3] — tell me when you found that section.

[4] **MR. ISRAEL:** I'll look on with you.

[5] **Q:** The last sentence states, "Either
[6] the architect or the owner may terminate this
[7] agreement after giving no less than seven days'
[8] written notice if the project is suspended for
[9] more than 90 days or if the other party
[10] substantially fails to perform in accordance with
[11] the terms of this agreement."

[12] Are those the only two circumstances
[13] in which a party —

[14] **MR. MANDEL:** Withdrawn.

[15] **Q:** Are those the only two circumstances
[16] in which Medallion could terminate this
[17] agreement?

[18] **MR. ISRAEL:** Objection, calls for a
[19] legal conclusion.

[20] You can answer, if you understand it.

[21] **A:** My understanding is that it only
[22] allows both sides to terminate the agreement by
[23] giving appropriate notice.

[24] **Q:** But am I correct that that provision
[25]

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G. Braverman

[1] of the agreement only sets forth for termination
[2] in two circumstances: One is if the project is
[3] suspended for more than 90 days; or two, if the
[4] other party substantially fails to perform?

[5] **MR. ISRAEL:** Objection.

[6] You can answer.

[7] **A:** So the question is — yes, there are
[8] two reasons.

[9] **Q:** My question is — and if you don't
[10] know the answer that is fine, I have to ask these
[11] questions, I take no offense if you don't know
[12] the answer.

[13] Other than those two circumstances
[14] were there any other circumstances in which
[15] Medallion had the right to terminate the
[16] agreement?

[17] **MR. ISRAEL:** Objection, calls for a
[18] legal conclusion.

[19] **A:** No.

[20] **Q:** And in the event Medallion did
[21] terminate the agreement, am I correct that
[22] Medallion had to pay for all the services that
[23] were performed thus far?

[24] **MR. ISRAEL:** Objection, calls for a
[25]

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G. Braverman

[1] legal conclusion.

[2] **Q:** And I'll draw your attention — with
[3] respect to that question, I'll draw your
[4] attention to the first sentence in Article 4
[5] which states, "In the event of termination,
[6] suspension or abandonment of the project by the
[7] owner, the architect shall be compensated for
[8] services performed."

[9] **MR. ISRAEL:** You don't have to read
[10] that in isolation, you can look at the
[11] whole agreement in responding to it.

[12] And it calls for a legal conclusion.
[13] Go ahead.

[14] **Q:** Yes, you're certainly free to read
[15] any portion of any of these documents. And if
[16] you need time, just say so, I'm happy to give you
[17] as much time as you would like.

[18] I'll reask my question, which is:
[19] Am I correct that in the event that Medallion
[20] terminated the agreement, Medallion was obligated
[21] to pay Triarch for services it performed prior to
[22] the termination?

[23] **MR. ISRAEL:** He's asking you whether
[24] it says that on the page.
[25]

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[1] **G. Braverman**

[2] **MR. MANDEL:** That is not what I'm
[3] asking. My question stays the same. I
[4] would ask, Mr. Israel, if you have an
[5] objection, say objection.

[6] **MR. ISRAEL:** That calls for a legal
[7] conclusion.

[8] **MR. MANDEL:** So say objection, legal
[9] conclusion, that is fine. You have now
[10] made me ask the question two separate
[11] times.

[12] **MR. ISRAEL:** I didn't; actually, the
[13] witness didn't understand the first time.

[14] **MR. MANDEL:** The witness did not say
[15] any such a thing. You interrupted.

[16] **MR. ISRAEL:** The record is what the
[17] record is.

[18] **Q:** So the record is clear, I'll ask it
[19] one more time. Am I correct that in the event
[20] Medallion terminated the contract, Medallion was
[21] required to pay Triarch for all the services that
[22] Triarch had performed prior to the termination?

[23] **MR. ISRAEL:** Objection, calls for a
[24] legal conclusion.

[25] If you know the legal conclusion, you

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[1] **G. Braverman**

[2] can tell it.

[3] **A:** Services performed, yes.

[4] **Q:** Am I correct that the project was
[5] located in New York?

[6] **A:** Yes.

[7] **Q:** Turning your attention again, to
[8] Article 6, the — what looks like the fourth or
[9] fifth paragraph down, which begins "Payments are
[10] due and payable"; do you see that paragraph?

[11] **A:** Yes.

[12] **Q:** Am I correct that Medallion is
[13] required to pay interest at an annual rate of 16
[14] percent in the event it fails to make any payment
[15] required under the contract?

[16] **MR. ISRAEL:** Objection. The
[17] document speaks for itself. It calls for a
[18] legal conclusion.

[19] **A:** That's what it says.

[20] **Q:** I'm handing you what has been marked
[21] as Defendant's Exhibit 37. Do you recognize this
[22] document?

[23] **A:** Yes.

[24] **Q:** Turning your attention to the bottom
[25] of the second page of this document, turning your

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G. Braverman

[1] attention to the final sentence in that e-mail,
[2] at the bottom page, "But in order to get the
[3] Italians going, you need to concentrate on
[4] redrafting the initial design which ideally we
[5] can approve with Vladimir while he is in New
[6] York."

[7] Did Vladimir approve the design when
[8] he came to New York?

[9] **A:** No, he did not.

[10] **Q:** Why not?

[11] **A:** They were not accepted.

[12] **Q:** Do you recall what was wrong with
[13] them?

[14] **A:** No.

[15] **Q:** I'm handing you what has been marked
[16] as Defendant's Exhibit 39. Do you recognize this
[17] document?

[18] **A:** Yes.

[19] **Q:** What is it?

[20] **A:** Those are comments on Vladimir's
[21] initial reaction.

[22] **Q:** Does this refresh your recollection
[23] in any way about what Mr. Voronchenko didn't like
[24] about Triarch's initial set of designs?
[25]

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G. Braverman

[1] **A:** No.

[2] **Q:** Do you recall if —

[3] **MR. MANDEL:** Withdrawn.

[4] **Q:** Here Mr. Corelli, towards the end of
[5] this paragraph, states, "We will send along the
[6] drawings within the next day or so." Did Triarch
[7] send along the drawings in the next day or so?

[8] **A:** I wouldn't remember.

[9] **Q:** Do you remember whether Mr. —

[10] **MR. MANDEL:** Withdrawn.

[11] **Q:** With respect to this initial set of
[12] designs, did Triarch provide renderings or
[13] drawings or both?

[14] **A:** Renderings only.

[15] **Q:** I am handing you what has been
[16] marked as Defendant's Exhibit 40. I may have one
[17] extra copy today. Do you recognize this
[18] document?

[19] **A:** Yes.

[20] **Q:** What is it?

[21] **A:** It's an e-mail that was sent
[22] to — to Corelli prior to our meeting, after we
[23] received the invoice from them which exceeded the
[24] amount of the — that we actually owed.
[25]

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[1] **G. Braverman**
[2] **Q:** Did Mr. Corelli ever respond to this
[3] e-mail?
[4] **A:** He it not, but obviously we had a
[5] meeting.
[6] **Q:** What was discussed at that meeting?
[7] **A:** Exactly what it says.
[8] **Q:** Was there some confusion —
[9] **MR. MANDEL:** Withdrawn.
[10] **Q:** Was the invoice changed after that
[11] meeting?
[12] **A:** I'm not sure. It was altered, yes.
[13] **Q:** It was altered?
[14] **A:** Yes.
[15] **Q:** Were you confused in any way about
[16] the meaning of the invoice?
[17] **A:** Can you repeat that?
[18] **Q:** Were you confused in any way about
[19] the meaning of the invoice?
[20] **A:** I certainly was, yes.
[21] **Q:** And did Mr. Corelli clear up that
[22] confusion? And that occurred the day after this
[23] e-mail was sent?
[24] **A:** He accepted — he accepted my
[25] arguments, yes.

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[1] **G. Braverman**
[2] **Q:** So was the invoice reduced?
[3] **A:** Invoice was certainly reduced, yes.
[4] **Q:** And at this stage of the process,
[5] what budget was Triarch basing its invoices on?
[6] **A:** The same budget, a million dollars.
[7] **Q:** A million-dollar budget.
[8] You didn't terminate Triarch —
[9] **MR. MANDEL:** Withdrawn.
[10] **Q:** Medallion didn't terminate Triarch
[11] after this, after the meeting on November 5,
[12] 2008, correct?
[13] **MR. ISRAEL:** Objection.
[14] You mean did he terminate it after
[15] this took place?
[16] **MR. MANDEL:** It is a very good, very
[17] good clarification.
[18] **MR. ISRAEL:** Of course it is, right.
[19] **Q:** Immediately — let me rephrase the
[20] question.
[21] Were your concerns regarding this
[22] invoice resolved at the November 5, 2008 meeting?
[23] **A:** Were they resolved, yes.
[24] (Plaintiff's Exhibit 65, e-mail
[25] chain, marked for identification.)

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[1] **G. Braverman**
[2] **MR. MANDEL:** For the record,
[3] Plaintiff's Exhibit 65 is an e-mail chain,
[4] the top e-mail of which is a November 18,
[5] 2008 from Mr. Corelli to Mr. Braverman.
[6] **Q:** Towards the bottom e-mail of this
[7] page it states that you're working on
[8] Mr. Voronchenko's comments and will send the
[9] comments either later today or by tomorrow at the
[10] latest. Do you recall when you sent those
[11] comments?
[12] **A:** I always keep my promises.
[13] **Q:** So you would have sent it on the
[14] 18th or the 19th.
[15] Mr. Corelli states, "I think that it
[16] is coming together very nicely." Did you agree
[17] or disagree with that statement at the time that
[18] Mr. Corelli made it?
[19] **A:** I wouldn't agree or disagree without
[20] seeing it. He thinks that it's coming together
[21] very nicely, but I didn't see it.
[22] **Q:** So you couldn't have formed an
[23] opinion one way or another?
[24] **A:** Without seeing it.
[25] **Q:** At some point did you get a chance

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[1] **G. Braverman**
[2] to see the design he was working on at the time
[3] of this e-mail?
[4] **A:** Eventually, yes. But I — I was not
[5] a decision maker in terms of any design issues.
[6] (Plaintiff's Exhibit 66, e-mail
[7] chain, marked for identification.)
[8] **A:** Interestingly enough, on November
[9] 18th he thinks that it's coming together very
[10] nicely, something that should have been approved
[11] back in September.
[12] **Q:** And did you send —
[13] **MR. MANDEL:** Withdrawn.
[14] **Q:** Did you explain that to Mr. Corelli?
[15] **A:** A few days later, yes.
[16] **Q:** Was that in an e-mail or was that
[17] orally or in some other way?
[18] **A:** Both.
[19] **Q:** I have just handed you what has been
[20] marked as Plaintiff's Exhibit 66. It is an
[21] e-mail chain, the top e-mail of which is from
[22] Ms. Deiss.
[23] **MR. ISRAEL:** Let me see it first.
[24] **Q:** It's from Ms. Deiss to someone named
[25] Aaron at Triarch dated November 25, 2008.

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- [1] Drawing your attention to the first
[2] paragraph, the first paragraph is talking about
[3] the living room. And then the second from last
[4] paragraph it states "over the next few days you
[5] will receive color drawings of all the rooms in
[6] the apartment that we were working on: Foyer,
[7] dining room, library and kids' room."
[8] At this point in time was Triarch
[9] supposed to be working on any rooms other than
[10] the living room, foyer, library and kids room?
[11] **A:** The bedroom.
[12] **Q:** The master bedroom?
[13] **A:** The master bedroom and the
[14] bathrooms.
[15] **Q:** And did you respond to Triarch
[16] saying you should also be working on these other
[17] rooms?
[18] **A:** I'm sure it was discussed over the
[19] phone, but not in writing.
[20] **Q:** And was there a reason why you
[21] wouldn't have put it in writing?
[22] **A:** There is no reason, we were
[23] talking — we were informed almost on a daily
[24] basis.
[25]

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- [1] **Q:** And was it your understanding that
[2] at this point in time Triarch was working on
[3] certain rooms and in the future it would work on
[4] other rooms?
[5] **A:** Yes, these rooms were necessary
[6] for — for the Italians.
[7] **Q:** I see.
[8] The Italians were not going to work
[9] on the master bedroom?
[10] **A:** Yes, they would.
[11] **Q:** They were going to work on the
[12] master bedroom?
[13] **A:** Yes, yes.
[14] **Q:** They were —
[15] **A:** Not on the bathrooms, but master
[16] bedroom, yes.
[17] **Q:** So in that case it was for —
[18] **MR. MANDEL:** Withdrawn.
[19] **Q:** In that case, it made sense for
[20] Triarch to work on the foyer, dining room,
[21] library, kids' room and master bedroom before it
[22] started working on the bathrooms?
[23] **A:** That's right.
[24] **Q:** And I guess at this time this e-mail
[25]

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- [1] indicates that Triarch was, in fact, working on
[2] the master bedroom in that it states, "We'll be
[3] sending you the first rendered drawings showing
[4] these items in our time around late morning of
[5] tomorrow followed in the late afternoon by the
[6] master bedroom elevations with the closets and
[7] closet doors."
[8] **A:** Uh-huh.
[9] **Q:** Am I correct that Triarch was
[10] working on the master bedroom on November 25,
[11] 2008?
[12] **MR. ISRAEL:** Objection.
[13] **A:** This is what the e-mail says.
[14] **Q:** Do you have any recollection to the
[15] contrary?
[16] **A:** I don't remember seeing them.
[17] **Q:** Sitting here today, do you recall
[18] what you were thinking about the progress of the
[19] project at this point in time? Here it is
[20] November 25, 2008, the October 1st date — you
[21] were obviously long past the October 1 date. And
[22] they're saying, you know, we're still sending you
[23] colored drawings. As far as I can tell nothing
[24] has been signed off on at this point.
[25]

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- [1] Do you think things were progressing
[2] in an acceptable manner or do you think that you
[3] were hopelessly behind at this point; what were
[4] you thinking of?
[5] **MR. ISRAEL:** Objection.
[6] You can answer.
[7] **A:** Yeah, by then I realized that we're
[8] hopelessly behind the schedule.
[9] **Q:** So was this the point at which you
[10] discussed with Mr. Vekselberg the responsibility
[11] of terminating?
[12] **A:** Around this time, yes.
[13] **Q:** And at this time you did not decide
[14] to terminate Triarch, correct?
[15] **MR. ISRAEL:** Objection.
[16] **A:** I don't remember exactly the date.
[17] **Q:** We'll certainly get to the
[18] termination letter before the end of the day, so
[19] maybe that will refresh your recollection or
[20] maybe it won't.
[21] **MR. ISRAEL:** Can we go off the
[22] record for a second.
[23] (Discussion held off the record.)
[24] **Q:** Defendant's Exhibit 24. Earlier I
[25]

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[1] asked some questions about Mr. Voronchenko
[2] changing his mind over the course of this project
[3] but I don't know if I asked — excuse me — any
[4] questions about whether Medallion changed its
[5] mind about any of the design ideas over the
[6] course of this project.

[7] Did Medallion change its mind about
[8] the design of the apartment in any way over the
[9] course of the project?

[10] **MR. ISRAEL:** Objection.

[11] You can answer.

[12] **A:** How you can design on changes if you
[13] would never approve the — the initial
[14] renderings.

[15] **Q:** Okay, so I'll give you Defendant's
[16] Exhibit 24, as an example. It is an e-mail from
[17] you to Ms. Deiss and you state — you're
[18] referring to Filip who you testified about
[19] earlier today, "I spoke with him briefly and he
[20] said that the TV cabinet idea is out, the mirror
[21] should be removed and they will simply hang the
[22] screen on the wall."

[23] Did Medallion change its mind about
[24] whether there would be a TV cabinet in one of the

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[1] rooms?
[2] **A:** I don't remember exactly — it was
[3] something — it was something that was considered
[4] for a while, and then withdrawn. The idea with
[5] TV, I don't remember exactly how it was.

[6] **Q:** Were there any ideas, other ideas
[7] like that that Medallion had one idea about but
[8] then ultimately developed a different approach
[9] to?

[10] **A:** No.

[11] **Q:** Just to be clear, as far as you're
[12] aware, other than this TV cabinet, there was no
[13] design concept that Medallion initially intended
[14] to use but then changed its mind about?

[15] **MR. ISRAEL:** Objection.

[16] **A:** No, it was not.

[17] **Q:** Did anyone ever make any corrections
[18] or changes or edits to Triarch's drawings or
[19] renderings?

[20] **MR. ISRAEL:** Objection.

[21] **A:** I was not really interested in any
[22] design aspects of the project. Again, I was sort
[23] of like a project manager that would look at
[24] overall picture. My concern was the deadline and

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[1] the budget.
[2] **Q:** So am I correct in understanding,
[3] then, that you don't know one way or another
[4] whether anyone else ever made any corrections or
[5] edits or modifications to any of Triarch's
[6] designs?

[7] **A:** I'm not aware of any. In fact, I
[8] was constantly pressing Vladimir to get the
[9] design phase out of the way so — because I
[10] was — I was trying to meet certain deadlines.

[11] **Q:** What were you doing — how would you
[12] push Vladimir to get the design phase completed?

[13] **A:** To approve the designs. And his
[14] reaction would be how — I don't like it. How
[15] can I approve it, it's my responsibility to — to
[16] get something decent.

[17] **Q:** Now I'm handing you what has already
[18] been marked as Defendant's Exhibit 41. Am I
[19] correct that this is an e-mail that you sent to
[20] Mr. Corelli?

[21] **A:** Mm-hmm.

[22] **Q:** And in it you state "70K later we're
[23] still nowhere." I assume that that refers to
[24] thus far Triarch had sent you invoices for

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[1] \$70,000?

[2] **MR. ISRAEL:** Objection.

[3] You can answer.

[4] **A:** I'm not sure.

[5] **Q:** So at this point in time, did
[6] you —

[7] **MR. MANDEL:** Withdrawn.

[8] **Q:** Did you consider terminating —

[9] **MR. MANDEL:** Withdrawn.

[10] **Q:** At this point in time you had the
[11] authority to terminate Triarch, correct?

[12] **A:** Yes.

[13] **Q:** And am I correct that you decided
[14] not to terminate Triarch?

[15] **MR. ISRAEL:** Objection. He did
[16] terminate Triarch.

[17] **MR. MANDEL:** Withdrawn.

[18] **Q:** Am I correct that you decided not to
[19] terminate Triarch at this point in time?

[20] **MR. ISRAEL:** Objection.

[21] You can answer.

[22] **A:** No, but I was definitely
[23] entertaining this thought.

[24] **Q:** Why did you decide not to terminate

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[1] **G. Braverman**
[2] Triarch at this time?
[3] **MR. ISRAEL:** Objection. Misstates
[4] his testimony.
[5] You can answer.
[6] **A:** I don't remember what my thoughts
[7] were.
[8] **Q:** I am handing you what has already
[9] been marked as Plaintiff's Exhibit 46. I'm not
[10] going to ask you in detail about this exhibit
[11] quite yet. I just wanted to give it to you to
[12] see if it refreshed your recollection with
[13] respect to the date. What is this document?
[14] **A:** This is a document — would be
[15] Robert Wise advising about termination.
[16] **Q:** Okay. So did Medallion terminate
[17] Triarch on January 27, 2009?
[18] **MR. ISRAEL:** Objection.
[19] **A:** I don't remember exactly.
[20] **Q:** Do you have any reason to believe it
[21] wasn't on January 27, 2009?
[22] **MR. ISRAEL:** Objection.
[23] Don't guess; if you know, you know.
[24] **A:** I don't know.
[25] **Q:** Yes. I'm not — it's clear you're

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[1] **G. Braverman**
[2] not certain about the date. You made that, I
[3] think, crystal-clear in your testimony. I'm just
[4] asking, sitting here today, is there some fact
[5] that you know that makes it unlikely that the
[6] termination couldn't have been on January 27,
[7] 2009 because, for instance, you remember that you
[8] were on vacation somewhere on that day and they
[9] never would have sent this without you?
[10] **MR. ISRAEL:** Objection.
[11] **A:** I don't remember.
[12] **Q:** Okay. So here we are, returning to
[13] Exhibit 41. You know you're sending your e-mail
[14] on December 10, 2008. According to your
[15] testimony there was this October 1, 2008
[16] deadline, you're almost two and a half months
[17] past that deadline, and yet you waited another
[18] approximately month and a half, until roughly
[19] late January 2009, to terminate Triarch.
[20] So sitting here today, do you have
[21] any recollection whatsoever as to why you didn't
[22] terminate them until January 27th, and then was
[23] there anything on or around January 27th that
[24] happened that caused you to want to terminate
[25] them at that time?

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[1] **G. Braverman**
[2] **MR. ISRAEL:** Objection.
[3] **A:** I believe there were other warnings
[4] sent to them at the end of this.
[5] **Q:** So on December 10, 2008, was your
[6] thinking that we should send them a few more
[7] warnings before we terminate them?
[8] **A:** Yes, since I sent it, yes.
[9] **Q:** What about the fact that Mr. Corelli
[10] at some point separated from his wife; was that a
[11] factor in any way in the decision to terminate
[12] Triarch?
[13] **A:** No, no.
[14] **Q:** I'm correct, though, that
[15] Mr. Voronchenko had a personal relationship with
[16] Mr. Corelli's wife's father?
[17] **A:** Correct.
[18] **Q:** When you —
[19] **MR. MANDEL:** Withdrawn.
[20] **Q:** Is it your understanding then that
[21] the fact that Mr. Corelli and his wife became
[22] separated or divorced during this period of time
[23] had no bearing or relationship upon Medallion's
[24] decision to terminate?
[25] **A:** None whatsoever, none whatsoever.

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[1] **G. Braverman**
[2] **Q:** Did you ever discuss with
[3] Mr. Voronchenko the fact that Mr. Corelli and his
[4] wife were separating?
[5] **A:** No, I never personally did.
[6] **Q:** Did you ever discuss that fact with
[7] Mr. Vekselberg?
[8] **A:** No.
[9] **Q:** Did you ever discuss that fact with
[10] anyone?
[11] **A:** No.
[12] **Q:** Were you ever made aware of the fact
[13] that Mr. Corelli was separating from his wife?
[14] **A:** I was aware of it because Vladimir
[15] told me but — those three events absolutely not
[16] any indication — no, it didn't have anything to
[17] do with that.
[18] **Q:** Those —
[19] **A:** It was his personal life, why should
[20] I care?
[21] **Q:** Is it sometimes difficult to
[22] terminate the son-in-law of a close personal
[23] friend?
[24] **MR. ISRAEL:** Objection.
[25] **A:** He's not a close personal friend,

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[1] he's just a neighbor. Long, long-time neighbor.
[2] **Q:** Was Mr. Voronchenko in any way angry
[3] or upset about his separation or divorce from his
[4] wife?
[5] **A:** No.
[6] **Q:** Have you ever met —
[7] **MR. MANDEL:** Withdrawn.
[8] **Q:** Am I correct that at the time —
[9] **MR. MANDEL:** Withdrawn.
[10] **Q:** Am I correct that at the time
[11] Triarch began working on this apartment,
[12] Mr. Corelli's wife's name was Julie Kaufman?
[13] **A:** I met her once. I don't remember.
[14] I met her once in my life. I don't remember.
[15] **Q:** You don't remember her name one way
[16] or the other.
[17] I'm handing you what has been marked
[18] as Defendant's Exhibit 42. Do you recognize this
[19] document?
[20] **A:** Yes.
[21] **Q:** Did Mr. Corelli ever respond to this
[22] document?
[23] **MR. ISRAEL:** Withdrawn.
[24] **Q:** Did Mr. Corelli ever respond to this

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G. Braverman

[1] e-mail?
[2] **A:** I do not remember he responding to
[3] this, no.
[4] **Q:** Did you and he have a conversation
[5] on or shortly after December 10th about the
[6] progress that was or was not being made on the
[7] design of the apartment?
[8] **A:** Well, this e-mail was a result of me
[9] expressing, quite a few times, dissatisfaction
[10] about the way this project is going.
[11] **Q:** Here in paragraph 3, it states,
[12] "Your invoice stipulates that 20 percent of the
[13] construction documents are ready. Question: Why
[14] are you working on construction documents if the
[15] Italians are still on vacation?"
[16] Did you and Mr. Corelli have any
[17] conversation or correspondence after this e-mail
[18] was sent about the order in which documents were
[19] being prepared on the project?
[20] **A:** Yes, a zillion times, and that is
[21] why I'm referring to — to our previous countless
[22] discussion about how — the steps of this
[23] project. So naturally I'm asking him why you
[24] working on construction, because he claimed he's

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G. Braverman

[1] working on construction documents, which I never
[2] saw. So I'm basically asking him why are you
[3] working on them if it's not — if the previous
[4] phase is not completed.
[5] **Q:** And did Mr. Corelli ever say to you
[6] that he needed to do some of the construction
[7] documents in order to prepare the renderings?
[8] **A:** You cannot do any construction
[9] documents without submitting renderings first.
[10] And you need to have them approved and then you
[11] go to — to the next.
[12] **Q:** I note that in paragraph 2, you
[13] complain — I don't mean the word "complain" in a
[14] pejorative sense, but you note your
[15] dissatisfaction with the fact that there is not
[16] even a sketch related to the master bedroom, but
[17] you didn't refer to any other rooms.
[18] Was progress being made sufficiently
[19] on the other rooms, other than the master
[20] bedroom?
[21] **A:** The progress was made, but it was
[22] not yet approved. And, by the way, referring to
[23] the previous document back in November, they were
[24] promising master bedroom sketch the following

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G. Braverman

[1] day, right? So here we are, a month later, there
[2] — there was still nothing made.
[3] **Q:** Turning your attention back to
[4] Exhibit 66, which you just referred to —
[5] **A:** Got it.
[6] **Q:** — 66 states that they would have,
[7] with respect to the master bedroom, they would
[8] have master bedroom elevations with the closets
[9] and closet doors.
[10] Is it your testimony that you hadn't
[11] received the master bedroom elevations with the
[12] closet and closet doors by December 10th?
[13] **A:** Well, this is what you called
[14] elevations or renderings, we are basically
[15] talking about the same — the same thing.
[16] **Q:** Are you sure an elevation is the
[17] same as a rendering? Couldn't you have —
[18] **A:** It is my understanding.
[19] **Q:** Okay. So you're sure you hadn't
[20] received any — had you received any drawings or
[21] designs whatsoever relating to the master bedroom
[22] on December 10th by December 10th?
[23] **A:** Apparently I did not. Not even a
[24] sketch.

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[1] **G. Braverman**
[2] (Plaintiff's Exhibit 67, document
[3] dated Wednesday, December 10, 2008, marked
[4] for identification.)
[5] **Q:** I've handed you what has been marked
[6] as Plaintiff's Exhibit 67, which is an e-mail
[7] chain. The top e-mail is an e-mail from Ms.
[8] Deiss to Filip dated December 10, 2008. The
[9] bottom e-mail on that page is an e-mail from
[10] Filip to Ms. Deiss. In it he states
[11] "Mr. Braverman, Garry gave me your e-mail." Did
[12] you provide Ms. Deiss's e-mail to Mr. Braverman,
[13] if you recall —
[14] **A:** You mean to Filip.
[15] **Q:** To Filip. Thank you. Sorry.
[16] **A:** Yes.
[17] **Q:** And why did you do that?
[18] **A:** Because he asked me to.
[19] **Q:** And here he states that Filip would
[20] like drawings so he can send them to the
[21] manufacturer in Italy.
[22] Were the drawings sufficiently final
[23] to be sent to the manufacturer in Italy?
[24] **MR. ISRAEL:** Objection.
[25] **A:** I do not remember seeing any

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[1] **G. Braverman**
[2] drawings, they were not ready.
[3] **Q:** So why would you have asked for
[4] Triarch's drawings to be provided to the Italian
[5] manufacturer?
[6] **A:** I did not.
[7] **MR. ISRAEL:** It doesn't say that.
[8] **Q:** All right. Did you instruct Filip
[9] to start sending drawings to the Italian
[10] manufacturer?
[11] **A:** He just asked me for contact info,
[12] and that is what I gave him. I don't remember
[13] seeing this.
[14] **Q:** Sitting here today, do you have any
[15] recollection one way or the other whether in
[16] December of 2008 you instructed anyone to send
[17] Triarch's drawings to the Italian manufacturer?
[18] **A:** I did not. No, at the time I was —
[19] I basically made up my mind.
[20] **Q:** I am handing you what was previously
[21] marked as Plaintiff's Exhibit Number 40. Do you
[22] recognize this document?
[23] **A:** Yes.
[24] **Q:** What is it?
[25] **A:** It is Garth Hayden's design of a

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[1] **G. Braverman**
[2] master bedroom.
[3] **Q:** Did Triarch have any involvement in
[4] this design of the master bedroom?
[5] **A:** None whatsoever.
[6] **Q:** And how do you know that?
[7] **A:** Because those are approved plans,
[8] those plans were approved back in July, and we
[9] didn't get Corelli until September.
[10] **Q:** And you're certain that the drawings
[11] complained about in Exhibit 40 were prepared by
[12] Mr. Hayden?
[13] **A:** Yes.
[14] **MR. MANDEL:** Thank you.
[15] **MR. McKEE:** May I see that, please.
[16] **MR. MANDEL:** Of course.
[17] **Q:** I'm handing you what has been marked
[18] as Plaintiff's Exhibit 41. Do you recognize this
[19] document?
[20] **A:** No.
[21] **Q:** On or around December 12, 2008, did
[22] Medallion decide that the designs of the hall and
[23] the library were final drawings and it had
[24] approved them?
[25] **MR. ISRAEL:** Objection.

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[1] **G. Braverman**
[2] You can answer.
[3] **A:** No, they were never approved, no.
[4] I — I never saw this e-mail.
[5] **Q:** Am I correct that this —
[6] **MR. MANDEL:** Withdrawn.
[7] **Q:** Was this e-mail sent to you?
[8] **A:** Yes. I don't remember seeing this
[9] document.
[10] **Q:** But am I correct that this
[11] document —
[12] **MR. MANDEL:** Withdrawn.
[13] **Q:** After reading this document —
[14] **MR. MANDEL:** Withdrawn.
[15] **Q:** You see Filip's e-mail to Ms. Deiss
[16] where he states, "I'm sending you again the final
[17] drawings for hall library. I already spoke to
[18] Mr. Voronchenko and he decides those drawings,
[19] there is no need to change them again. The plans
[20] are okay, we're not going to change them. I'm
[21] also sending A your file plan."
[22] Does any of that e-mail change your
[23] testimony as to whether Mr. Voronchenko had
[24] approved any drawings for the hall or the library
[25] in mid-December 2008?

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[1] **G. Braverman**
[2] **A:** For the hall and the library, right?
[3] **Q:** Yes.
[4] **A:** To the best of my knowledge, nothing
[5] was really approved. I'm not aware of.
[6] **Q:** Is it possible that
[7] Mr. Voronchenko —
[8] **MR. MANDEL:** Withdrawn.
[9] **Q:** Am I correct that Mr. Voronchenko
[10] had the authority to approve designs on behalf of
[11] Medallion?
[12] **MR. ISRAEL:** Objection.
[13] You can answer.
[14] **A:** Yes.
[15] **Q:** Is it possible that Mr. Voronchenko
[16] would have approved some designs and simply not
[17] told you?
[18] **A:** Impossible.
[19] **Q:** Is it possible that he approved the
[20] designs and you simply forgot?
[21] **MR. ISRAEL:** Objection.
[22] **A:** I doubt it.
[23] **MR. ISRAEL:** Let's take a break now,
[24] because it looks like my call is imminent
[25] and your next question may be lengthy.

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[1] **G. Braverman**
[2] **MR. MANDEL:** That is fine. Let's go
[3] off the record.
[4] (Discussion held off the record.)
[5] (Time noted: 3:00 p.m.)
[6] (A brief recess is taken.)
[7] (Time noted: 3:21 p.m.)
[8] **Q:** I handed you Exhibit 42, excuse me,
[9] Plaintiff's Exhibit 42. Do you recognize this
[10] document?
[11] **A:** Yes.
[12] **Q:** What is it?
[13] **A:** Those are the comments to the master
[14] bedroom drawings that were finally provided after
[15] December 10th. And those are Vladimir's comments
[16] to — to the renderings.
[17] **Q:** And am I correct that Medallion had
[18] three comments with respect to the master
[19] bedroom?
[20] **A:** Yes.
[21] **Q:** And other than those three comments
[22] was a design of the master bedroom acceptable?
[23] **MR. ISRAEL:** Objection.
[24] **A:** "Overall comment not good. Please
[25] come up with the alternative options."

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[1] **G. Braverman**
[2] **Q:** So those weren't the only three
[3] comments then. It was you basically wanted —
[4] Medallion wanted basically a whole new master
[5] bedroom?
[6] **A:** In other words, he was not satisfied
[7] with the first rendering, and those are the
[8] comments.
[9] **Q:** By the way, when I take these away
[10] you're welcome to have them at any point, I'm
[11] just trying to keep them organized.
[12] I am handing you what has been
[13] marked as Defendant's Exhibit 45. Do you
[14] recognize this document?
[15] **A:** Yes.
[16] **Q:** What is this?
[17] **A:** It is the e-mail exchange in regard
[18] to all meeting, lunch meeting.
[19] **Q:** And what were you having lunch to
[20] discuss?
[21] **A:** To — to express my dissatisfaction
[22] with the project.
[23] **Q:** Am I correct that he asked you to
[24] have lunch?
[25] **A:** Yes.

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[1] **G. Braverman**
[2] **Q:** And am I correct that he asked you
[3] to have lunch both to talk about the project as
[4] well as to talk about real estate development
[5] opportunities?
[6] Turning your attention to the third
[7] page of the exhibit, towards the top where he
[8] e-mails you about lunch.
[9] **A:** Yes, I do remember him discussing
[10] some real estate opportunities, yes.
[11] **Q:** And did you have any interest in
[12] participating in that real estate opportunity?
[13] **A:** No.
[14] **Q:** Why not?
[15] **MR. ISRAEL:** Objection.
[16] **A:** I do not remember what was the
[17] nature of this proposal, but obviously it
[18] wasn't — it wasn't exciting since I don't
[19] remember.
[20] **Q:** And did you pass the opportunity
[21] along to anyone else?
[22] **A:** I did discuss with Vladimir later
[23] on, yes.
[24] **Q:** And did Mr. Voronchenko have any
[25] interest in the opportunity?